

9:00 am

BEYOND RECOVERY

UTLA BARGAINING PROPOSALS

March 2, 2023

ARTICLE I

RECOGNITION

- 1.0 The Unit: Pursuant to applicable California statutes and regulations, UTLA has been certified as the exclusive representative for the following employees of the District:

Included: Certificated employees, except those excluded in Section 1.1, who are in the broad classification of Teacher; Instructor; Library Media Teacher; Counselor; Adviser; Audiologist; Audiometrist; Hygienist; Non-classroom Assignment, Preparation Table; Non-school Assignment, Preparation Table; Nurse; Optometrist; Psychologist; Social Worker; Teacher-Adviser; TeacherCounselor; Therapist; or Driver Safety Instructor.

<u>Job Number</u>	<u>Job Title</u>
11100778	Adapted Physical Education Teacher K-12
11100805	Adult Academic Instructor
12200864	Adult Counselor
13200826	Adult Education Advisor
11100803	Adult English as a Second Language Teacher
13200827	Adult Resource Non-school Assignment Adviser
13200828	Adult Resource Regional Occupational Contract (ROC) /
11200806	Adult Substitute (Day to Day)
11100804	Adult Teacher Adults with Disabilities
11100808	Adult Teacher Parenting & Family Life
11100809	Adult Teacher Program for Older Adults
11100838	Adult Teacher Public or Private Contract
11100777	<u>Arts Education Itinerant Teacher (AGREED)</u>
19100486	Assistive Technology Assessment
12300476	Audiologist
12300473	Audiometrist
11100781	Categorical Limited Contract Teacher
19100704	Categorical Program Advisor
12100589	Coordinating Field Librarian
11207046	Early Education Substitute (Day to Day)
11107043	Early Education Teacher
11100843	Elementary Instructional Coach
11200762	Elementary Substitute (Day to Day)
11100731	Elementary Teacher
11100777	<u>Elementary Traveling Music Teacher (AGREED)</u>
11100782	Home School Teacher
13200469	Instructional Technology Application Facilitator
11100840	JROTC (Junior Reserve Officers' Training Corps) Instructor
12200506	Least Restrictive Environment Counselor
11100753	Mathematics Foundational Teacher
19100706	Non-Classroom Preparatory Assignment
19102706	Non-Classroom Support Services Assignment
13200707	Non-School Preparatory Assignment
13400705	Non-School Preparatory Assignment

12300460	Nurse Practitioner
12300464	Nurse Substitute (Day to Day)
12300481	Occupational Therapist
13400860	Officer JROTC (Junior Reserve Officers' Training Corps) Program Coordinator
12300490	Optometrist
12300446	Organizational Facilitator
11100858	Orientation and Mobility Instructor
19100787	Peer Assistance and Review (PAR) Consulting Teacher
12300479	Physical Therapist
12200569	Psychiatric Social Worker
12200543	Pupil Service and Attendance Counselor
12300526	Recreational Therapist
11100829	Regional Occupational Contract (ROC) Teacher Regional Occupational Program (ROP) Adviser
1100790	Resource Specialist Program Teacher
XXXXXXXX	Resource Specialist Teacher-Inclusion
12300472	School Audiometrist
12100591	School Library Media Teacher <u>Teacher Librarian</u>
12300461	School Nurse
12200511	School Psychologist
12300484	School Therapist Coordinator
12200533	Secondary Counselor
11100846	Secondary Instructional Coach
11200763	Secondary Substitute (Day to Day)
11100736	Secondary Teacher
12300474	Senior Educational Audiologist
11100841	Senior JROTC (Junior Reserve Officers' Training Corps) Instructor
12300483	Senior Therapist
11100740	Special Education Teacher K-12
19100555	Speech and Language Pathologist
11100761	Teacher Development Child Permit
13200500	Temporary Advisor
11100700	Temporary Non-Public School Teacher
19100780	Temporary Resource Teacher
11100757	Transition Services Teacher
13400576	Transition Teacher Coordinator
13200445	Work Experience Advisor

- 1.1 Excluded: All day-to-day substitutes who were paid for fewer than 100 days during the preceding school year; all part-time adult education teachers, including ROC/ROP and specially-funded adult education teachers, who are assigned for fewer than ten hours per week; all other certificated classifications not referred to in Section 1.0, including those in the classification or status of Chest Specialist, Counseling Assistant, Psychiatrist, School Dentist, School Physician and Teacher Assistant; all classified personnel; all unclassified personnel; all supervisory personnel; and all management and confidential employees as designated by the Board of Education.
- 2.0 Changes to the Unit: The parties agree that this represents the appropriate unit. It may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but it is agreed that the parties may file for a unit clarification proceeding involving this unit only when the

District creates new classifications or substantially changes the responsibilities of an existing classification. Alleged violations of this Article are not subject to the grievance and arbitration procedures of Article V.

- 3.0 "Employee" Defined: Unless the context clearly indicates otherwise, the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by the District to provide services.

ARTICLE IV

UTLA RIGHTS

- 1.0 **Access:** Any authorized UTLA representative shall have the right of reasonable access to District facilities, including teacher mailboxes, for the purpose of contacting employees and transacting UTLA matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and length of visit. The representative may contact employees during duty free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. The representatives shall not interrupt any employee's duties or assignments.
- 2.0 **Bulletin Boards:** UTLA shall have the right to post notices UTLA official matters on a bulletin board or a section of a bulletin board established for UTLA's exclusive use at each work site where employees are assigned.
- 3.0 **Distribution of Material:** Pursuant to United States Postal laws, the school mail is not available for distribution of UTLA material. Material or literature distributed or posted by UTLA to employees shall be dated and shall not be defamatory, obscene, or violative of the law.
- 4.0 **Released Time for Negotiations:** Up to seven negotiating team employee representatives designated by UTLA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with the District pursuant to Article II, Section 1.0. UTLA and the District may agree that additional employees shall receive such released time.
- 5.0 **Organizational Leave:** A maximum of seven elected officers of UTLA shall, upon request of both UTLA and the employee, be placed on leave of absence for a period of one semester or more.
- 6.0 **Released Time at UTLA Expense:** UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such released time shall be limited to 25 days per year for any individual employee. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the Office of Labor Relations and UTLA for resolution. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse the District at the base rate for substitutes (see Article XIX) or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.
- 7.0 **Exclusivity:** UTLA and its authorized representatives shall be the exclusive representative of the employees in contract enforcement matters.
- 8.0 **UTLA Chapter Chairpersons:** At each work location to which employees are assigned, UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair (see also Section 8.3). At the school sites the UTLA Chapter Chair is the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and the District. The Chapter Chair shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:
 - a. Upon request of an employee, have the right to represent the employee in grievance meetings as expressly provided in Article V, Section 2.0, and in meetings relating to discipline as expressly provided in Article X-A, Section 3.0 e.

- b. When an employee reports an injury or assault and files the required written report, the site administrator shall notify the Chapter Chair of the reported injury unless the employee requests that the matter not be so disclosed.
- c. Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use does not interfere with normal office business at the location;
- d. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.
- e. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board;
- f. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special events, in-service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).
- g. Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed 5 working days, a copy of up to 50 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chair.
- h. Have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the site administrator to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school;
- i. Have the right to propose agenda items for faculty meetings. The Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.
- j. While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of Education and UTLA), when faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chair is to be treated as the sole representative of the faculty;
- k. Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair; and
- l. Have the rights set forth in Article XXVII - Shared Decision Making ~~and School-Based Management~~. **[Pending Agreement in Article XXVII]**

8.1 Released Time for Chapter Chairs:

- a. Released time from non-instructional duties shall be provided to a Chapter Chair if the following conditions are met: a secret ballot election of the faculty shall be conducted by the principal and a teacher designated by the Chapter Chair, with the issue to be determined being whether a specific released time plan proposed by the Chapter Chair should be approved. The proposed plan is to provide for the Chapter Chair to be released from specified non-instructional duties and for the remainder of the staff to assume those duties. Non-instructional duties, as referred to above, are those non-classroom duties which are normally shared and distributed among the staff, and for this purpose may also include homeroom teacher duties. In addition, chapter chairpersons at elementary schools shall be released from instructional duties when certificated itinerant music, art, P.E. teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.
- b. A proposed plan may also permit release of the Chapter Chair from instructional duties subject to the following additional conditions:
 - (1) Such release is limited at the secondary level to one instructional period daily, and at the elementary level to an established shared instructional period (Physical Education or Music); and
 - (2) The proposal is separately approved by the specific teachers, whose workload will be directly affected by the operation of the plan, voting in a separate election.
- c. Regarding paragraphs a and b, a majority of those voting shall determine the outcome. The election results shall be binding for the school year unless a majority requests a new election, or unless a new Chapter Chair is designated. The Chapter Chair may be assigned duties during this released time, in emergency situations.
- d. Site-based eight hour chapter chairperson may, with prior approval of the site administrator and when their duties reasonably permit, alter their work schedule by reporting to work not to exceed 30 minutes early, and leaving work not to exceed a corresponding 30 minutes early, for the purpose of attending UTLA Area and House meetings.

8.2 With regard to local site decisions which are reflected in the following documents forwarded to Local District or central District offices: local school budgets under the purview of committees on which UTLA members are eligible to participate, changes in daily school schedules, school-based waiver applications, and school conversions, the following procedures shall apply:

- a. Written disclosure to the faculty of the proposed plan or change, with at least seven (7) days of review time provided prior to the documents being submitted to the Local District or central District offices, except in emergencies;
- b. Upon request of the Chapter Chair, the site administrator shall consult with the Chapter Chair regarding the content of the document;
- c. The document(s) shall include space for the Chapter Chair to sign, indicating whether the procedures set forth in a. and b. above have been followed;
- d. The Chapter Chair shall have the right to submit a written position, dissent, or comments to the administrator. The administrator shall attach this statement to all copies of the official document being forwarded to the appropriate office.

Exempt from the above procedures are personal matters, confidential matters, and other matters, which do not generally involve changes in the basic working conditions of the entire faculty.

8.3 Itinerant Chapter Chairs

- a. The District shall recognize one Chapter Chair for each Local District, or similar governance structure, for each of the following: School Psychologists, PSA Counselors, Psychiatric Social Workers, Nurses, Speech and Language Pathologists, Occupational & Physical Therapists, and Visual and Performing Arts (VAPA) educators.
- b. The District shall recognize up to six (6) Chapter Chairs for Substitutes.
- c. The District shall recognize one (1) Chapter Chair Districtwide for each of the other itinerant employment categories.
- d. UTLA shall annually provide written notification to the District Office of Labor Relations identifying the bargaining unit members serving in itinerant and Substitute Chapter Chair positions.
- e. For any District-wide or Local District-wide meeting convened by the District for itinerant employees or Substitute employees, a representative Itinerant Chapter Chair or Substitute Chapter Chair shall have the right to propose agenda items for such meetings. One representative Itinerant Chapter Chair or Substitute Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.

Activities of these Chapter Chairs will be limited to non-site matters. Site-based issues will continue to fall under the purview of the school site Chapter Chair. Any released time for these non-school based Chapter Chairs will be in accordance with Article IV, Section 8.1d. In accordance with Section 6.0 of this Article, UTLA-paid released time shall be provided to all Itinerant Chapter Chairs identified in Sections a, b and c above for member representation purposes, as needed. [AGREED]

- 9.0 Committee Appointments: If the District decides that unit members are to be invited to serve on any District-wide committee, it shall notify UTLA and specify the background and experience required. UTLA shall then have the right to designate one-half of such employee representatives, and to replace those appointees.
- a. Except as otherwise provided in this agreement, if the District decides that unit members are to be invited to serve on any committees (described below) that are District-wide or Local District-wide in scope and subject matter, it shall notify UTLA and specify the background and experience required for the committee.
 - b. UTLA shall then have the right to designate one-half of such unit members, and to replace those appointees, and the District shall have the right to designate (and replace) one-half of such unit members. Unit members who are appointed to a committee by the District, rather than UTLA, are not to be considered authorized representatives for UTLA.
 - c. These committee appointment provisions apply only to: (i) unit member service on an advisory group (whether labeled committee, task force, focus group or other); and (ii) to committee service outside of the employee's regular job duties. However, if the committee includes a

combination of unit members invited to serve outside their regular assigned jobs, and unit members assigned to the committee as part of their regular assigned jobs, the latter shall be counted toward the District's appointing authority under section b above.

- d. These committee appointment provisions do not apply to operational working groups whose activities are part of each of the group members' regular assigned jobs.

- 10.0 Meetings: Participants in any administrative Region-wide or District-wide meetings of employee representatives other than UTLA designates, called or sponsored by the District, shall not discuss interpretations of the Agreement, proposed changes to the Agreement, or alleged violations of the Agreement.
- 11.0 Recruiting Table: The District shall provide UTLA space for a recruiting table adjacent to the central Personnel Office at a location which is readily accessible to employment applicants and new hires, subject to Fire Marshal directives.
- 12.0 Consultation Rights: The District shall, upon request of the President of UTLA, or designee, meet and consult with UTLA regarding the subject matters specified in Government Code Section 3543.2. Also, with regard to the development by the District (Central or Local District) of new or revised student assessment systems, or changes in instruments or frequency of assessment, the District shall during the design and deliberation stages give UTLA written notice of its intentions and plans, and include UTLA as one of the principal participating stakeholders in such process. In addition, UTLA may itself initiate consultations with the District regarding such matters.

ARTICLE IX

HOURS, DUTIES, AND WORK YEAR

- 1.0 General Workday Provisions: It is agreed that the professional workday of a full-time regular employee requires no fewer than eight hours of on-site and off-site work, and that the varying nature of professional duties does not lend itself to a total maximum daily work time of definite or uniform length. The workday for part-time employees shall be proportionate, or governed by the employee's individual employment contract.
- 2.0 Sign-in and Sign-out: All employees shall, upon each arrival to and departure from their assigned work location, enter their initials on a form provided by the District. Itinerant employees serving less than a full day at a work location and Early Education Center employees shall also enter the correct time as part of their sign-in and sign-out.
- 3.0 ~~Minimum~~ On-Site Obligation: It is understood that all full-time classroom teachers (**including Teacher Librarians**) at a particular school or center (excluding those in the Division of Adult and Career Education) shall be assigned an ~~minimum~~ on-site duty obligation of ~~uniform duration~~ six (6) hours, but may have differing class schedules, hours of assignment and starting times.
- 3.1 For the purpose of implementing a professional development banked time schedule, full time teachers shall have the following on-site obligations:

<u>Grades</u>	<u>Before Instructional Day</u> 180 day	<u>After Instructional Day</u> 180 day	<u>Weekly Average Teacher Instructional Minutes (a)</u> 180 day
<u>Pre-K</u>	30	40	According to program requirements
<u>AM-PM Kindergarten</u>	30	40	1550 (b)
<u>Full Day Kindergarten</u>	21	10	1550
<u>4-UTK - 5/6</u>	21	10	1550
<u>6 - 12</u>	7	6	1550

Elementary grades **UTK - 5** instructional time is exclusive of teacher break (recess) and lunch. Secondary instructional time is inclusive of passing periods and exclusive of the preparation period, lunch and nutrition periods. **(AGREED)**

~~Item (a) in the above chart indicates the number of minutes on a weekly average. Daily minutes will vary due to professional development and early student release on Tuesday.~~

Item (b) in the above chart indicates that Kindergarten daily average instructional time in a.m.-p.m. programs includes 200/221 minutes of instructional time and 110/122 minutes of instructional support. (AGREED)

For Elementary programs in 180-day calendar schools, the total daily average preparation time is 31 minutes. Preparation time minutes may be divided between a.m. and p.m. at local school site discretion.

- 3.2 EEC Teachers: Full-time Early Education Center teachers are to have a daily on-site obligation of eight hours, although it is understood that split shifts are permitted. Also, it is understood that assignments need not be limited to one location. (See also Article XXIII, Early Education Centers.)
- a. For full-time employees, their on-site obligation of eight (8) hours is inclusive of a thirty (30) minute duty-free lunch period.
 - b. For all Early Education Center teachers, their wages are inclusive of and recognize the professional duties performed on or off-site.
- 3.3 DACE Teachers: Adult Education employees shall be at their assigned duty station at least ten (10) minutes before the first daily class or other assignment begins, shall remain at their assigned duty station at least ten (10) minutes after the last class or other scheduled period of work ends and shall also remain on-site beyond the minimum on-site hours as reasonably necessary to perform duties described in Section 4.0, below.
- 3.4 ~~Library Media Teachers~~ **Teacher Librarians:** ~~Library media teachers~~ **Teacher Librarians** shall have a scheduled minimum on-site obligation of sufficient duration that they can personally keep the library open to students one-half hour before and after the normal full pupil day for the school. ~~Library Media Teachers shall remain on-site when necessary to perform the duties described in Section 4.0 which are appropriate to their work.~~ Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for ~~Library Media teachers~~ **Teacher Librarians**.
- 3.5 Non-Classroom Teachers: For purposes of this Article, the term "non-classroom teacher" refers to those full-time employees whose classroom teaching assignment, if any, is fewer than three periods per day in secondary, or less than half-time in elementary.
- a. All employees paid on the Special Services Salary Table, including but not limited to psychologists, PSA counselors, and audiologists, are to have a daily scheduled obligation of eight hours (exclusive of duty-free lunch). This obligation may occasionally include off-site time when it is determined that the work can appropriately be performed off-site, and that the employee is not needed for other responsibilities on-site. ~~The decision as to whether to grant or deny requests for off-site work time lies within the reasonable discretion of the immediate administrator.~~ Employees with eight-hour assignments may work two hours off-site to document, download and analyze data; update intervention plans; and fulfill other duties as needed. It is understood that all Student Health and Human Service Professionals and itinerants at a particular school or center shall be assigned an on-site duty obligation of six hours, but may have differing hours of assignment and/or starting times.
 - b. Also subject to the hours and duties provisions of subsection a are non-classroom teachers paid on the Preparation Salary Table (including but not limited to counselors, "in-house deans," coordinators and advisers) who either (1) are assigned to a location other than a school site, or (2) Voluntarily, at the time of initial assignment, accept a position which includes extra pay for hours and/or duties which are related to, or an extension of, their basic non-classroom assignments.

- c. Non-classroom teachers assigned to a school site ~~and paid on the Preparation Salary Table (including but not limited to nurses all Student Health and Human Service Professionals, itinerant staff, counselors, "in-house deans," and advisers) who do not receive any extra pay (see e., above) shall observe on-site hours which are to be not less than the hours observed by the teachers at the site, ~~and remain on site as necessary to perform the assigned duties of the position and the professional obligations of Section 4.0 which are appropriate to their work.~~ These employees may depart after the regular departure time for teachers and at the completion of all of their on-site job obligations. This reduced on-site obligation has been agreed upon with the explicit understanding that it will not be interpreted or applied so as to (1) diminish and/or expand any services whatsoever, or (2) cause classroom teachers to assume any of the non-classroom teachers' responsibilities. School psychologists assigned to school site(s) shall also be covered by the above provisions. Differentials and/or stipends that extend an employee's onsite time must be voluntary, at the time of initial assignment.~~
- ~~d. All non-classroom teachers shall remain on site when necessary to perform the duties described in Section 4.0 which are appropriate to their work.~~
- d. Non-classroom teachers who provide class coverage during their contractual workday shall be compensated at their hourly rate.
- e. Multiple schedules, such as staggered or offset session schedules, shall not result in an increased workday for non-classroom teachers.
- f. Supervision duties shall not exceed 30 minutes per day.

3.6 Pupil-Free, Minimum and Shortened Days: The normal schedule of minimum on-site hours for all employees is also to be observed on such days as pupil-free days, and is also to be observed on minimum days and shortened days unless early dismissal of staff is authorized by the immediate administrator.

4.0 Other Professional Duties: Each employee is responsible not only for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which properly credentialed, but also for all related professional duties. Such professional duties include the following examples: instructional planning; preparing lesson plans in a format appropriate to the teacher's assignment; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate records; providing leadership and supervision of student activities and organizations related to their assignment; supervising pupils both within and outside the classroom; supervising teacher aides when assigned; cooperating in parent, community and open house activities; participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment; assuming reasonable responsibility for the proper use and control of District property, equipment, material and supplies; and attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator. In the event of an emergency or in cases when an employee is required to participate in an activity outside of the contractual onsite requirement, the extended time shall be compensated at the employee's hourly rate.

- 4.1 Lesson plans or evidence of planning in a format appropriate to the teacher's assignment, shall be furnished by each classroom teacher upon request from the teacher's immediate administrator. No special format for a lesson plan shall be required.
- 4.2 All duties required of each employee shall meet the test of reasonableness, and shall be assigned and distributed by the site administrator in a reasonable and equitable manner among the employees at the school or center. The assignment of professional duties should not extend the employee's regular workday (on an ongoing basis) or be excessive to the point that it precludes the employee from completing the core duties of their position during the workday. Professional duties must fall under the activities authorized by the credential required for the employee's position. **(UTLA drops this sentence in the proposal 1/19/23 3:45PM)**
- 4.3 Faculty, Departmental, Grade Level, Staff Development and Committee Meetings: No employee shall be expected to attend more than 30 such meetings per school year (but not more than four in any month). Exempt from this limitation are administrative conferences with individual employees, meetings on released time, community meetings, voluntary meetings and meetings necessitated by special circumstances or emergencies. In secondary schools, under special circumstances, only one of the above meetings per month may be held during the employee's preparation period. These meetings should not, except in special circumstances or emergencies, exceed one hour in duration. Agendas for faculty meetings are to be distributed **at least one day twenty-four (24) hours** in advance, and employees shall be permitted to propose agenda items. Employees shall be permitted to participate in discussions during the meetings. If a meeting is scheduled after school, it should be started as soon as practicable after the student day is completed. **(AGREED)**
- 4.4 Meeting on the Two Pupil-Free Days: Site administrators shall make a reasonable effort to limit required meeting time on the two pupil-free days (see Section 10.0c.) in order to provide time for class and room preparation. Such meetings are not to exceed ~~3 hours~~ one (1) hour each day total unless a majority of the involved faculty consents.
- 4.5 Required Orientation In-Service for Teachers: Pursuant to California Code of Regulations 80026.5, classroom teachers serving on a full-time emergency permit shall attend two (2) 8-hour days of unpaid orientation in-services prior to the commencement of their first full-time teaching assignment as authorized by the emergency permit. Such employees who cannot attend the required in-service prior to beginning their teaching assignment shall attend the next scheduled UTLA/District sessions for an equivalent amount of time on an unpaid basis. Emergency permits for such employees cannot be renewed unless the above orientation in-service requirements are met. Required topics for the inservice shall incorporate state requirements and District priorities. Training shall be conducted by QED-C trained personnel or other personnel using QED-C developed modules in District-wide, cluster, complex, or school meetings.
- 5.0 Duty-Free Lunch: Each employee shall, except in emergencies or special situations requiring intensive supervision, be entitled to a duty-free lunch period of not less than thirty (30) minutes, as scheduled by the site administrator.
- 5.1 The normal elementary lunch break shall be not less than 30 minutes and not more than 45 minutes (of which 30 minutes are duty free). Any lunch break longer than 45 minutes shall require agreement between the site administrator and a majority of the staff. The UTLA Chapter Chair is to assist in determining the desires of the staff.

- 6.0 Secondary Preparation Period: Each regular full-time secondary classroom teacher (~~or library media teacher~~ including full-time CTE teachers and **Teacher Librarians**) shall be assigned five scheduled class periods weekly as preparation periods. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff members; during the preparation period the employee shall not be expected to perform supervisory or classroom teaching functions except as reasonably needed to provide such services during school related activities, during emergencies, or when replacement or auxiliary pay is received pursuant to Article XIV, Sections 25.0 and 28.0. ~~In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties such as before and after school and nutrition supervision.~~ Preparation periods scheduled during the first period of the instructional day are to be distributed equitably among the staff over a period of time.
- 6.1 Secondary ROC/ROP CTE Weekly Preparation Time: Beginning with the 2019-20 school year, teachers serving under a Regional Occupational Center/Regional Occupational Program (ROC/ROP) Contract in Secondary Schools and teaching classes six (6) periods during the instructional day shall be assigned ten (10) additional hours per month for professional duties including preparation for class, collaborative planning and conferences with parents, students, and staff members.
- ~~6.2 Adult Education Preparation Time: Beginning with the 2022-23 school year, DACE teachers shall be assigned one hour of paid preparation time for every five hours of class time for professional duties including preparation for class, collaborative planning and conferences with students and staff members. (AGREED pending TA on Article XXI)~~
- 7.0 Elementary Preparation Period: Each regular elementary classroom teacher shall be provided with a daily period of preparation of ~~40~~ 31 minutes within the minimum on-site obligation (~~30~~ 21 minutes before school, 10 minutes after school). In order to provide such preparation time, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrival/departure) during those periods of time. Every Elementary School teacher shall receive no less than two (2) hours of additional preparation time per week. Local School Leadership Councils shall develop schedules to allow for additional preparation time for Elementary classroom teachers. Preparation periods are to be used for professional duties including preparation for class and conferences with parents, students and staff, and shall not be used for supervisory duties except as provided below. Faculty meetings are not to be scheduled during the morning preparation period except in schools where a majority of the affected employees has approved of such a schedule. In situations where the other personnel are not available to cover the supervision, classroom teachers may be assigned such duties on a rotating basis, but for such time shall be paid at the employee's regular rate of pay; provided, that additional pay shall not be authorized for any of the following:
- a. Supervision reasonably assigned on inclement weather schedule
 - b. Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance); or
 - c. Supervision of the teacher's students to and from the classroom; or
 - d. Any normally assigned basic duties apart from the above-described non-classroom supervision.
- 7.2 The above rules are applicable to regular elementary programs. Elementary teachers who are in programs which are combined with secondary and which are departmentalized and include a

secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary program the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the basic elementary rules; those teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers.

~~7.3 In an effort to facilitate earlier class starting times during hot weather months in new year round elementary schools without functioning air conditioning, the 30-minute preparation period in such schools may be observed after school hours. Once approved by the Local School Leadership Council, individual teachers would then determine (on a regular basis) whether they would observe this prep period before or after school. (AGREED)~~

7.4 If an Early Education Center teacher is assigned during the students' rest period, such period shall be treated the same as the elementary preparation period. The District shall make a reasonable effort to schedule aides to supervise the children in order to allow an uninterrupted preparation period. In situations where an aide is not available to supervise the students during their rest periods and the Early Education teacher(s) is required to supervise students during their District-scheduled preparation time, the affected Early Education Center teacher(s) may perform the preparation duties on-site outside of their regular work hours and be compensated at their regular rate of pay for the lost preparation time.

7.5 Elementary Supervision Time: Except as provided below, the District shall assign personnel other than classroom teachers to perform regularly scheduled non-classroom supervision duties (such as supervision of grounds and bus arrivals/departure) during recess or lunch, or during the period of time ~~including and~~ **(UTLA drops changes to this section 1/19/23 3:45PM)** following the 10 minute preparation period at the end of the school day. In situations where the above-assigned personnel are not available to cover the supervision, or other compelling circumstances exist, classroom teachers may be assigned such duties on a rotating basis but such assignments and pay shall be as provided herein, below.

a. The additional pay shall not be authorized for non-classroom teachers or for any of the following situations involving classroom teachers:

- (1) Supervision reasonably assigned on inclement weather schedules;
- (2) Emergency crisis situations (e.g., earthquake, flood, fire, civil disturbance);
- (3) Supervision of organized student activities and student organizations;
- (4) For teachers who have a "T+" or coordinatorship differential which covers the supervision duties (provided that, in such cases, the District shall not impose new supervision duties which are unrelated to the purpose of the coordinatorship);
- (5) Supervision of the teacher's students to and from the classroom; or
- (6) Any normally assigned basic duties apart from the above-described non-classroom supervision.

b. Assignment and Pay for Supervision: Commencing at the start of any school year, elementary teachers shall be permitted to place themselves (on a voluntary basis) on a "first call" list for paid supervision duties as needed, with the understanding that such services will be paid at the

Extended Teaching Assignment hourly rate (Appendix E, Section 6.0). If from time to time the demand for paid supervision exceeds the capacity of the volunteer "first call" list, the remainder of the teachers will be subject to assignment on a rotating, non-voluntary basis, but will be paid at the individual's own regular rate of pay.

- c. The above rules are applicable to regular elementary programs. Elementary teachers, who are in programs which are combined with secondary and which are departmentalized and include a secondary preparation period, are to be covered by the rules applicable to secondary teachers. If, however, in a combined elementary-secondary situation the teacher remains in a situation which is equivalent to the regular elementary pattern, he or she shall be covered by the above basic elementary rules, and the teachers in that program who remain covered by the secondary rules shall not have their supervision duties increased as a result of the relief granted to the elementary teachers.

8.0 Additional Special Education Non-Classroom Time: Resource Specialist Teachers and Special Day Class teachers have supervisory responsibility for each student's total instructional program throughout each school day. The aggregate or composite of the individual IEP's is the primary determinant of such teachers' daily schedules. Consistent with such responsibilities and IEP requirements, the District shall make a reasonable effort to provide an expanded period of time for the purposes of counseling, assisting regular program teachers and preparation/conference by: a. Integrating (mainstreaming) the students into regular classes and/or b. Arranging for team teaching or other flexible scheduling of students within the Special Education program at the site. Such additional time is not guaranteed, but if provided, is to be in addition to the preparation time specified in Sections 6.0 and 7.0 above. Administrators shall make a reasonable effort to schedule a number of shortened days to accommodate some of the IEP conferences which Special Education teachers attend.

9.0 Variations and Experimental Situations: It is not the desire of UTLA or the District to discourage reasonable experimentation with school schedules which may vary from the above-described normal patterns. However, affected employees and UTLA shall be consulted with respect to any such variations prior to implementation and approval of a majority of the faculty shall be obtained.

10.0 Work Year: Employees may be assigned or reassigned to any of the following bases of assignment, provided that such change in assignment basis shall not be made for the purpose of depriving employees of holiday or accrued vacation benefits:

Certificated Assignment Days

2016-17 [AGREED]

(Not applicable to Adult and Substitute Teachers)

NOTE: The following chart is for information only.

BASIS	ASSIGNED DAYS	PAID WORK DAYS*	PAID HOLIDAYS/ NON-WORKDAYS	PAID DAYS
A	261***	248**	12-13 [AGREED]	261***
B	221	197	24	221
C	204	182	22	204
E	234	210	24	234
K	214	192	22	214

*Includes 2 pupil-free days, as applicable.

**Includes vacation days and may increase by one day on leap years.

***May increase by one day on leap years. **[AGREED]**

ARTICLE IX-A

ASSIGNMENTS

- 1.0 General: This Article is a composite of contractual items previously contained in Article IX (Hours) and Article XXXI (Miscellaneous). They have in several cases been reworded and/or placed in different order for purposes of clarity.
- 2.0 Uniform Staffing Procedures For All UTK-12 Schools And Adult Schools:
- a. Creation and Posting Of Matrix: Approximately four weeks prior to the day teachers on any track or schedule finish service for the school year or four weeks before classes are selected, the site administrator shall prepare and post a matrix indicating the tentative number of classes ~~(on each track, if multi-track)~~ for each subject/grade level. The parties acknowledge that the matrix is based on projections and therefore subject to change. The site administrator shall specify any special credentials, necessary qualifications and any differentials, along with the requirements to qualify for the differentials. In order to provide adequate planning time, teachers shall be notified of tentative assignments as soon as feasible ~~(at or before the end of the track, if applicable)~~, but not later than twenty-one (21) calendar days prior to the teacher's last scheduled work day. Teachers shall also be notified, as soon as feasible, of a change in the tentative assignment. If a teacher is notified of a change of assignment within five (5) calendar days prior to the assignment (first student instructional day), upon request, the teacher shall receive up to the equivalent of two (2) days in paid status as preparation time for the assignment. In order to receive the equivalent of two days of preparation time, the change of assignment must affect the majority of courses taught in a secondary assignment, and require a preparation for a course not in the previous assignment. In the case of a change of assignment that does not affect the majority of the courses taught, but does require a preparation for a course not in the previous assignment, the teacher, upon request, shall receive the equivalent of up to one (1) day of preparation time. The scheduling and configuration of such time ~~may shall~~ be in release time and/or additional paid time, and shall be mutually agreed upon between the teacher and the site administrator. In any event, however, the time must be utilized by the end of the second week of student instruction. **(AGREED)**
 - b. Requests: After the creation and posting of the matrix as required above. Teachers with the specified credentials and required qualifications ("qualified") may request assignment to their grade level (elementary), specific class(es) within a department (secondary) ~~or track (multi-track)~~ using a teacher preference form or other locally determined method. Submission of this preference form shall serve as a request for the assignment. Teachers on leave who are scheduled to return to service should participate in the selection process. **(AGREED)**
 - c. Elementary School Assignments: Employees in elementary schools and in programs such as Early Education Centers, development centers and ungraded programs shall be deemed a single group for assignment purposes. In each of these schools, ~~assignments to tracks,~~ grade levels and classes shall be made pursuant to the following procedure. **(AGREED)**
 - d. Every elementary teacher assigned to combination classes shall receive an annual stipend of \$6000 and shall be assigned a 6 hour, centrally-funded Teaching Assistant or Instructional Aide.
- (1) ~~Tracks and~~ Grade Levels: **(AGREED)**

- (i) The site administrator, after consultation with the chapter chair, shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions ~~by track and~~ by grade level that are available for the assignment of otherwise qualified permanent and non-permanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers ~~by each track and by all tracks as a whole,~~ and by each grade level and by all grade levels as a whole, shall reasonably approximate the percentage of permanent teachers at the site. **(AGREED)**
- (ii) After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the ~~track and~~ grade level positions for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the ~~track and~~ grade level openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines with substantial documentation that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply. **(AGREED)**
- (iii) The site administrator shall then assign the non-permanent teachers ~~to all the tracks and~~ to all the grade levels so that the percentage of otherwise qualified non-permanent teachers assigned ~~to each track and to all tracks as a whole,~~ and to each grade level and to all grade levels as a whole, reasonably approximates the percentage of non-permanent teachers at the site. Such grade level assignments of non-permanent teachers shall be for a period of two years unless the site administrator subsequently determines with substantial documentation that any specific assignment does not meet educational program needs or the site administrator and the teacher otherwise agree. **(AGREED)**

(2) Classes: The site administrator shall assign all teachers at these sites to classes.

(3) Sections 2.1 and 2.2 apply in the circumstances described therein.

d. Secondary School Assignments: For employees in each secondary school and in special education, wherever located, ~~assignment to tracks,~~ department and classes shall be made pursuant to the following procedure.

~~(1)~~ **Tracks:**

- ~~(i) The site administrator, after consultation with the chapter chair shall determine the percentage of permanent teachers and the percentage of non-permanent teachers that are expected to be assigned to the site during~~

~~the school year for which the assignments are to be made. The site administrator shall then indicate on the matrix the number of positions by track that are available for the assignment of otherwise qualified permanent and nonpermanent teachers, respectively. The percentage of all the positions that are made available to otherwise qualified permanent teachers by each track, and by all tracks as a whole, shall reasonably approximate the percentage of permanent teachers at the site.~~

~~(ii) — After the site administrator indicates the positions available for otherwise qualified permanent teachers, the permanent teachers at the site shall request assignment to the positions by track for which they are qualified and which are available to permanent teachers. Permanent teachers shall be allowed to make their requests before the site administrator assigns a non-permanent teacher. The site administrator shall assign such permanent teachers who are otherwise qualified to the track openings available to permanent teachers on the basis of District seniority. The only exception shall occur when the site administrator reasonably determines that any specific assignment is not in the best interests of the educational program. If the exception determination is disputed, the dispute resolution procedure in subsection e below shall apply.~~

~~(iii) — The site administrator shall then assign the non-permanent teachers to all the tracks so that the percentage of otherwise qualified nonpermanent teachers assigned to each track and to all tracks as a whole reasonably approximates the percentage of nonpermanent teachers at the site.
(AGREED)~~

- (2) Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests.
- (3) Classes: Classes within a department shall be distributed by the principal (or designee) in consultation with the elected department chairs, **through the locally determined method**, in a fair and equitable manner, taking into account seniority, **qualifications** and educational program needs. **(UTLA agrees to drop 3/02/23)**
- (4) Sections 2.1, 2.2 and 2.3 apply in the circumstances described therein
- e. Dispute Resolution Procedure (Elementary and Secondary Track Assignments and Elementary Grade Assignments For Permanent Teachers): If differences arise as the result of the site administrator's assignments of permanent teachers (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure) pursuant to subsections c and d immediately above, the determination as to whether the assignment was inappropriate shall be handled under the procedures of Article V-A.

- f. Dispute Resolution Procedure (Secondary Class Assignments For Permanent Teachers): In the case of a dispute as to the assignment of a permanent secondary teacher to classes (but not as the result of the assignment of non-permanent teacher , whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the procedures of Article V-A, subject to the following:
- (1) Assignments to leadership classes and all athletic assignments shall not be subject to any dispute resolution procedure.
 - (2) The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's secondary class assignment only upon a specific finding that the assignment is arbitrary and capricious. The decision of the panel shall be final and finding.
- g. Alleged violations of the procedures set forth in subsections e and f above are subject to the grievance procedure of Article V; the substance of the assignment decision is not.
- 2.1 Staffing Procedures After Initial Selection Through The Fifth Week of School or Track: The following procedures apply to staffing decisions which occur after the completion of the initial spring selection process and before norm date or the end of the 5th week of school or track (whichever is sooner):
- a. The principal **shall notify the UTLA Chapter Chair of all openings and vacancies. The principal** and department or grade level chair working together shall reasonably determine who will fill the opening or vacancy. **(AGREED)**
 - b. In doing so, they shall utilize the teacher preference forms or locally determined method for identifying teacher preference and shall take into account seniority and educational program needs.
 - c. If agreement is not reached or if the parties prefer, the openings and vacancies shall be filled by a new hire, transferee, substitute, or auxiliary assignment.
- 2.2 Staffing Procedures After Norm Day: If an opening or vacancy occurs in a teaching position, that vacancy shall be filled by a new hire, transferee, substitute, or auxiliary assignments (secondary).
- 2.3 Staffing Procedures For Spring Semester Or Subsequent Tracks In Secondary Schools: Any opening or vacancy shall be filled pursuant to Section 3.2 of this Article.
- 3.0 Department and Grade Level Chairpersons:
- 3.1 Department/grade level chairpersons ~~(and their assistants in multitrack programs who serve when the chairperson is off track)~~ shall, if the affected employees desire, be elected annually by the employees in the department or grade level, excluding substitutes and contract pool teachers. Except in shortage fields as provided below, Chairpersons shall be required to have permanent status and in secondary schools shall be required to possess a regular credential in their subject field unless there are no candidates fitting these qualifications. However, in the secondary shortage fields identified by the District (e.g., math and science) employees may be candidates for election if they hold contract status and have provided satisfactory service in the department for a minimum of the two previous years. In secondary schools, the vote shall be weighted by the number of periods taught by each employee who

works in the department in secondary schools. For voting purposes in elementary schools, combination classes shall be deemed to be at the grade level of the majority of the students in the class. Elected chairpersons are subject to removal only for cause, and disputes arising from such removals shall be subject to expedited arbitration the same as suspensions. **(AGREED)**

- 3.2 Department Chairs shall, as a minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the department's budget funds, establishment of the department's class offerings, assignments of department members to specific classes, and balancing department classes pursuant to Article XVIII, Section 4.0 (Class Size).
- 4.0 Determination of Whether There Shall Be Coordinator or Dean Positions at School Sites:
- a. Prior to this determination, the coordinator or dean job description and differential (if any) shall be posted at the school.
 - b. With respect to regular program dean positions, determination as to whether there shall be such a position shall be made by the school site administrator **in consultation with the Local School Leadership Council.** **(AGREED)**
 - c. With respect to categorically funded dean or coordinator positions, determination as to whether there shall be such a position is to be made by appropriate statutory site councils.
 - d. With respect to coordinator positions in the Adult Education Division, determination of whether there shall be such a position at a school shall be made by the Assistant Superintendent for the Adult Education Division. That determination shall be reached after submission of a joint recommendation made by the Principal and the Chapter Chair, or individual recommendations in the event that they do not agree to a joint recommendation. As the Assistant Superintendent makes that determination, he or she shall respond in writing to each of the recommending parties. The following mandated subject areas in Adult Education may have full time coordinators: Elementary Basic Skills (Academic); Secondary Basic Skills (Academic); English as a Second Language, Citizenship, Parent Education, Programs for Older Adults, Programs for Disabled Adults, Vocational Education, Home Economics and Health. In Regional Occupational Centers and Programs (ROCROP), departments large enough to warrant a full time coordinator may have full time coordinators.
 - e. With respect to regularly-funded coordinator positions, determination of whether there shall be such a position shall be made by a majority of the votes cast by bargaining unit members, at the school location, in an election limited to that purpose.
 - f. Any claims alleging violation of the above procedures shall be subject to the alternate grievance procedures of Article V-A.
- 5.0 Required Elections of School-site Coordinators and Deans: Elections for the positions of full time coordinator or dean shall be conducted in the late spring prior to the preparation of the matrix of classes pursuant to Sections 6.0 and 7.0 below. Elections are required for coordinator and dean positions in the following circumstances:
- a. The position must be paid on the Preparation Salary Table;

- b. The position must be full-time. Funding must have been provided for a full-time position in a single school or at one location, or the assignment is for five periods or more in a secondary school, or more than eighteen hours per week in an adult school. (As an exception, if a position was, during the previous year, funded full time by a single funding source and has now been converted to two or more positions, **or if two part-time positions are filled by one full-time coordinator at the same school, the resulting part-time coordinators shall also follow the selection process in 6.0 shall be followed); (AGREED)**
- c. The position does not involve carrying a rollbook; and
- d. The assigned duties of the position do not include providing direct instruction or counseling to pupils on a daily basis.
- e. Elections are not applicable to supplemental coordinatorships such as coaches, athletic coordinators, band, drama, or other differential or stipend earning assignments.

5.1 Job Description and Eligibility for School-Site Election of Coordinators and Deans:

- a. Job descriptions for any specially funded coordinator and dean positions shall be determined in the appropriate school-wide plan and/or by the appropriate funding source prior to the election. Prior to the election, job descriptions for other coordinators and deans shall be reasonably determined by the school site administrator, and notice of the available positions and job description shall be shared with the employees of the site.
- b. The site administrator shall request that any eligible candidate for a dean or coordinator position submit a statement of interest. If fewer than two (i.e. zero or one) statements of interest are received from employees assigned to the school or location, the request for submission of statement of interest may be directed throughout all or part of the District.
- c. To be an eligible candidate, a teacher must have permanent status, must have received “meets standard” performance ratings and, in the immediately preceding four years, must not have received any Notices of Unsatisfactory Service and no more than one Notice of Unsatisfactory Act.
- d. An employee from another school or location may, if selected or elected or confirmed, accept the position, but only if such assignment does not result in the displacement of any bargaining unit member during the year of initial assignment.
- e. Election procedures for coordinators and deans differ, as described below.

6.0 Coordinator Selection Procedure at School Sites:

- a. The site administrator shall select one eligible candidate from among the candidates who submitted a statement of interest, to serve in each available coordinator position. The site administrator shall then make public the names of the candidates who submitted statements of interest, and the name of the candidate selected to serve.
- b. Bargaining unit members shall determine, by secret ballot vote of a majority of those voting in the Spring, prior to the preparation of the matrix, either to confirm or not confirm each coordinator candidate selected by the site administrator. The election shall be jointly supervised and conducted by the site administrator and the chapter chair. Each employee’s vote shall be

proportionate to the number of hours/days the voter is assigned to the school site. At those school locations where there are both magnet and regular programs, the election is to be limited to the employees in the programs that the coordinator position is to serve.

c. Post-Election Procedures:

- (1) If a candidate selected by the site administrator receives a majority of the votes cast (50% + 1), the candidate is confirmed. The site administrator then need not declare the position vacant or submit a new nomination for up to two years (except that a coordinator's first term shall be limited to one year.)
- (2) If the candidate is not confirmed by a majority vote, the site administrator and chapter chair shall immediately inform faculty members that the coordinator position is still vacant. If the non-confirmed candidate received 40% - 50% of the votes, that candidate and other interested candidates may submit statements of interest within 24 hours in a single-track school **or 72 hours in a multi-track school.** The site administrator and chapter chair shall then seek to mutually agree upon the coordinator selection from among those candidates who submitted statements of interest within the time limits above. The coordinator who is selected will serve for up to two years except that the initial term shall be limited to one year. **(AGREED)**
- (3) If the administrator and chapter chair do not reach agreement within a period of three (3) days following submission of the statements of interest, the selection authority will be delegated to a two member team from the District/UTLA Dispute Resolution Panel formed pursuant to Article V-A above. They will make the decision within an additional period of three (3) days. They shall review all statements of interest submitted, and be permitted to seek further information regarding the candidates from the site administrator, the chapter chair, and from the school faculty prior to making the final decision. The coordinator selected will serve for up to two years except that the initial term shall be limited to one year.

d. With respect to Adult Education Programs at any branch locations or in Adult Basic Education (ABE) programs, the confirmation election for coordinators shall be by majority of votes cast for a candidate by the teachers at the branch location or within the program at a site. Elections shall be conducted on the basis of one vote per teacher. A teacher working in more than one location, may vote at each location.

- (1) Coordinators in programs which are funded by an outside agency or through performance-based contracting shall be reasonably selected by the Adult Division in consultation with the contractor or outside agency.
- (2) A certificated SIS Coordinator in Adult School shall be subject to confirmation elections.

7.0 Dean Election Procedure at School Sites

- a. The school site administrator **in consultation with Local School Leadership Council (or equivalent)** shall determine whether or not a Dean position shall be established at the school. Bargaining unit members at the school location shall annually elect, in the Spring prior to the preparation of the matrix, all bargaining unit member deans from among the qualified candidates who submitted statements of interest. Each vote shall be

proportionate to the number of hours/days the voter is assigned to the school location. Election to a dean position requires a majority of the votes cast. **(AGREED)**

- b. At those school locations where there are both magnet and regular programs, each dean shall be elected annually by the bargaining unit members of any program they serve.
- c. These elections are to be supervised jointly by the site administrator and chapter chair.
- d. Alleged violations of the above procedures shall be resolved pursuant to Article V-A.

8.0 Filling Vacancies After Norm Day: If a vacancy occurs in a dean or coordinator position after norm day or the end of the fifth week of the semester **or track**, whichever is sooner, the site administrator shall make an interim appointment to fill the vacancy until the end of the semester **or track**. Prior to the next semester **or track**, the procedures in Section 6.0 (coordinators) and 7.0 (deans) above shall be utilized to fill the position for the next semester **or track**. If the vacancy is filled by an interim appointment from the current staff, the interim appointee's former position shall be filled by a substitute or employee on temporary assignment. **(AGREED)**

9.0 Five-Year Out-of-Classroom Assignment Limitations at School Sites: At school sites, there is a five-year limit on out-of-classroom assignments such as coordinators and deans, but excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule. Also exempt from the five-year rule are (i) employees whose assignment requires direct instruction to or supervision of students at least 50% of the time, and (ii) an employee who is named in a continuing grant and whose compensation is at least 50% funded by that grant.

- a. Employees who fill the on-site positions that are subject to the five-year rule will be selected pursuant to the above provisions. The five-year rule is an outside limit, and does not establish a minimum term or a right to serve for any given term.
- b. Employees who wish to extend their out of classroom assignment beyond the five-year limit must declare their desire to continue and a qualifying secret ballot election will be held to determine their eligibility to become a candidate. If the incumbent receives the approval of 2/3 of the employees voting, the incumbent will qualify to become a candidate to fill an out-of-classroom position. In the subsequent secret ballot election for the position pursuant to Section 6.0 above, the candidate (including the incumbent if eligible) who receives a simple majority of those voting shall be considered elected and a new five-year maximum limit will run from the effective date of that assignment.
- c. Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A.

10.0 Five-Year Out-of-Classroom Assignment Limitations at NonSchool Sites: Subject to the exceptions set forth below, all employees who are assigned to nonschool positions within the bargaining unit (excluding librarians, counselors, nurses and personnel paid on the Support Services Salary Schedule), shall not be permitted to continue in such positions for more than five (5) years. Appointments to such positions are usually made on an annual basis; there is no assurance of a minimum length for such appointments. When the five year limit is reached, the employee shall not, for a minimum of two (2) years, be eligible for succeeding non-school or non-classroom assignments, except as provided below. The appointing authority should inform all incumbents who will reach the five-year limit by June 30 of

the following year, of the fact that their limit is approaching. The five-year rule for non-school positions does not apply to the following:

- a. Those serving in positions that require direct instruction or supervision of students for at least 50% of the working time;
- b. An incumbent named in a grant and whose compensation is at least 50% funded by that grant;
- c. No other candidate is qualified to fill the position or there are no other applicants for the position. The District will be required to publicize all affected positions in the Spotlight or District Memoranda and with information provided by the District, in a timely manner, and UTLA may in its discretion publicize the position in the United Teacher newspaper. If no other applicant files for a position currently held by a five-year incumbent or a determination is made that no other candidate is qualified to fill the position, the incumbent shall be granted a new five-year limit in the assignment.
- d. If a situation arises due to unanticipated retirement, resignation or termination and there is only one incumbent remaining at that unit location, that incumbent may serve one additional year beyond the five year limit;
- e. An incumbent in a situation where there is no other open bargaining unit position that he/she is able to assume;
- f. Support Services personnel serving in the Division of Adult and Career Education Occupation Education Program for adults with disabilities;
- g. Adult and Career Education (DACE) exception – after an employee in a non-school non-classroom position has served a full five year term, the position will be announced and the incumbent may reapply. A panel composed of 50% District and 50% UTLA members will conduct a selection process and list the three (3) top candidates in unranked order. The DACE Superintendent will select from the top three (3) candidates on the applicable lists; and
- h. Any other exceptions if mutually agreed to by UTLA and the District.

Claimed violations of the above five-year limitation rules and procedures shall be handled solely under the Alternative Grievance Procedures of Article V-A.

- 11.0 Secondary Counselor Reassignment [to Teaching Position]: Counselors who are reassigned [to a classroom teaching position] shall receive written reason for this action upon request. Only a failure or refusal to provide the reasons upon request shall be grievable.
- 12.0 Uniform Staffing Procedure for Itinerant Assignments: Dependent on the administrative structure of the itinerant department, the District shall provide itinerant employees with a tentative list of available positions or programs/regions/Local Districts/administrative/supervisory areas prior to the distribution of the preference form, however the parties acknowledge that the tentative list is based on projections and therefore subject to change. Supervisors shall assign itinerant employees by an assignment method determined by each itinerant program in consultation with the UTLA Chapter Chair(s), in order of seniority considering other factors such as District/Program need, continuity of services, geography and the unique/area expertise of the service provider. The only exception shall occur when the supervisor reasonably determines with documentation that any specific assignment is not in the best interest of the education program. If the exception determination is disputed, the employee may appeal the initial assignment to the Department Head or designee for final resolution of the matter.* The District shall

make every effort to notify the employees of assignment changes no less than one (1) week before the end of the school year with the understanding that such assignments are subject to change.

*Refer to the parties' "Itinerant Assignment Dispute Resolution Process" MOU for the Spring of 2024 and Spring of 2025.

ARTICLE IX-B

PROFESSIONAL DEVELOPMENT

- 1.0 Purpose and Goals: Regular professional development and training is essential to the competence and overall effectiveness of all teachers and support personnel, no matter how experienced they may be. Participation in such continued learning is a required professional duty and part of each teacher's basic personal obligation to the profession and to the students of the District. At its best, professional development and continued learning is grounded in the instructional goals and programs of the District and the school, the best practices of successful teachers, and the everyday needs of students and teachers. While no professional development program will accomplish all goals for all participants, it is agreed that all professional development programs and activities -- whether designed and/or delivered by the Central District, a Local District, or the local school -- should seek to achieve the following goals, as applicable:
- a. Be grounded in, or consistent with, the California Standards for the Teaching Profession, and with any applicable State and District mandates, standards, initiatives and/or priorities;
 - b. Be appropriately responsive to the site's needs assessment and/or evaluations of similar programs offered in the past;
 - c. Deepen and broaden knowledge of subject matter and instructional content; as appropriate, be job-specific and differentiated to meet different experience levels, and designed for cumulative and sustained impact;
 - d. Provide a strong foundation in the pedagogy of particular disciplines, assignments and instructional programs, knowledge about the teaching and learning processes, and improvement of the environment for student learning;
 - e. Provide knowledge of applicable standards, the differences between standards-based instruction and other forms of instruction, and how to know when students are meeting or progressing toward a given standard;
 - f. Be intellectually engaging and reflect the complexity of the teaching and learning processes;
 - g. Encourage and enable teachers to work together to provide consistent instruction and reinforce student progress.
 - h. **Provide educators access to high-quality PD regarding culturally responsive curriculum. (AGREED)**
 - i. **Provide educators PD on providing students with disabilities access to a Free and Appropriate Public Education (FAPE). (AGREED)**
 - j. Provide staff assigned to multiple sites and non-classroom staff with PD that is relevant to their assignments.
- 2.0 **Banked Time for Professional Development: See Article IX, Section 3.1, for the minimum on-site obligations relating to the banked time accumulation and schedule. The following terms are**

intended to facilitate professional development in grades ~~4~~**UTK-12** and in full-day kindergarten (a.m.-p.m. schedules usually preclude mandatory participation in the banked time program):
(AGREED)

- a. Professional development “banked” time programs and activities shall be scheduled for Tuesdays throughout the District;
- b. **In elementary schools, grades ~~4~~**UTK-5/6** and in full-day kindergarten, such time shall total 1560 yearly minutes and shall be accumulated by increasing instructional time by nine minutes per day in 180-day schools and ten minutes per day in 163-day schools. Students will be dismissed 60 minutes earlier than normal dismissal time on 26 designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days; (AGREED)**
- c. In secondary schools, grades 6/7-12, such time shall total 1260 yearly minutes and shall be accumulated by increasing instructional time by seven minutes per day in 180-day schools and by eight minutes per day in 163-day schools. Students will be dismissed 90 minutes earlier than normal dismissal time on fourteen designated Tuesdays, facilitating the use of the banked time for professional development purposes on those days;
- d. The required number of yearly instructional minutes remains the same as without banked time, and there are no changes in the length of the teacher’s minimum daily on-site obligation;
- e. Minimum and shortened days are scheduled and used separately from this banked professional development time, and the two are not to be combined;
- f. In middle schools, established Common Planning Time shall be separate from, and not scheduled on the same days as, banked professional development time (unless approved by the faculty, the principal, and the Local District Superintendent);
- g. **Faculty meetings (see Article IX, Section 4.3) are not to be conducted on banked professional development time. and professional development meetings on banked time do not count toward the permitted number of meetings under Article IX, Section 4.3; and If PD extends beyond the regularly scheduled banked time, that time shall be deducted from the next scheduled faculty meeting. [AGREED]**
- h. One-half of the annual total of banked professional development time shall be dedicated to programs or activities (including teachers working with one another and with site administrators to improve instruction) which are determined at the school site by the Local School Leadership Council pursuant to Article XXVII, Section 2.4. Any such program or activity, including transportation, must be cost neutral to the District. The other half of annual banked professional development time shall be dedicated to programs and/or activities determined by the District, acting through the site administrator, the Local District or the Central office.

3.0 Professional Development Advisory Committee: In order to ensure effective input from UTLA and certificated staff in the development and implementation of the District's staff development programs, there shall be formed a Professional Development Advisory Committee (PDAC). The PDAC shall meet at least once a month to review, discuss and provide recommendations to the Superintendent or

designee regarding the development and implementation of the District's professional development programs. The PDAC composition and responsibilities shall be as follows:

- a. Each party may appoint up to eight (8) members to the PDAC for the purpose of representing each local district. In addition, there shall be one member designated by the Superintendent and one designated by the UTLA President. The Superintendent's designee shall serve as Chair of the Committee.
- b. The Committee shall have the following responsibilities in its role as advisor to the Superintendent or designee:
 - (i) Review, evaluate and provide recommendations concerning any current or proposed District-initiated professional development programs and activities;
 - (ii) Propose the initiation of new professional development programs and activities, including but not limited to the organization of working committees for that purpose; and
 - (iii) Review and provide recommendations concerning the professional development calendar for the year.
 - (iv) Review and provide recommendations with respect to potential use of categorical resources to fund training and/or reimburse teachers for costs associated with securing of Verification Process for Special Settings (VPSS) certification under the requirements of the No Child Left Behind statute.
 - (v) Review and provide recommendations concerning the professional development aspects of the Instructional Coaching program, including matters such as Instructional Coach training, utilization, and program evaluation.
- c. In addition to the foregoing, the function, purpose and immediate task of the PDAC shall include designing a collaborative structure for the delivery of effective professional development to include the following concepts:
 - (i) Professional development shall be grounded in data and the instructional goals, pedagogy and programs of the District and the school.
 - (ii) The PDAC shall develop and compile information regarding best practices and successful models for the delivery of professional development programs irrespective of content.
 - (iii) The PDAC shall develop and compile procedures and instruments for the assessment of professional development programs, including for individual programs and annual evaluation of such programs.
 - (iv) The information, procedures and instruments referred to above are intended to assist schools with delivering effective professional development according to research and evidence-based practices that will be most effective for each school and will enhance student achievement.
- d. The PDAC shall agree on the maximum number of UTLA and District representatives for Local District Professional Development Advisory Committees (LDPDACs). The purpose and function of the LDPDAC shall be to provide recommendations regarding the following:

- (i) In collaboration with the local district leadership team, provide assistance, resources, suggestions and support to their local schools in making the most effective data based professional development decisions.
- (ii) Evaluate data and assessments of professional development and use this information to make recommendations regarding future professional development activities and delivery models to the local schools.

e. The PDAC shall have the responsibility for ensuring that the LDPDACs are acting in a manner consistent with the concepts and guidelines set forth herein.

4.0 Program Evaluation: At the conclusion of each professional development program, activity or session conducted (whether initiated by the District, the Local District or by the site), the opportunity shall be provided for written evaluation by all participants, to assess the quality and effectiveness of the program and of the presentations, and to provide suggestions for improvement. Whoever was responsible for selecting and/or arranging the program is expected to prepare a brief summary of the evaluation results, and distribute same to the Local School Leadership Council (if the program was provided at the school), the working committee which has responsibility for the subject matter, and the Professional Development Advisory Committee.

5.0 Common Planning for Middle Schools: The District and UTLA agree to use the State-recommended text (currently "Taking Center Stage: A Commitment to Standards Based Education for California's Middle Grades Students"), as the basis for the Common Planning activities of middle school teachers in the District. Common Planning is to be provided when the teachers share assignments, or organizational structures (such as Small Learning Communities, Houses, Departments, or Teams) or when other program considerations (such as bilingual instruction) suggest that doing so would encourage professional collaboration, and when the requisite approvals have been attained. The participating teachers shall plan the content and activities for Common Planning, for administrative review.

6.0 Teacher Professional Development Projects: Three bargaining unit members shall be selected by UTLA for the purpose of working collaboratively with the District on identified professional development projects. Two existing bargaining unit members shall continue in their current positions working with the National Board Certification (NBC) program and Point Credit/New Teacher Academy until expiration of their five year term unless extended by mutual agreement. The newly established third position will also work in the area of professional development.

The supervision and evaluation of the above three employees and a determination of their responsibilities shall be determined by the Superintendent and the UTLA President or their designee.

7.0 Pay for District-Sponsored Professional Development: District-sponsored professional development offered outside of the regular work day shall be voluntary, and certificated staff must be paid at the voluntary training rate or may apply for salary point credit in accordance with Article XV.

ARTICLE XI-B

MASTER PLAN PROGRAM

- 1.0 Minimum Requirements for Participation in the Master Plan Program: The District shall determine from time to time (a) whether and to what extent a given school is to participate in the District's Master Plan Program; (b) the levels of skills and training required in order to be eligible to participate in the Master Plan Program at any given location; and (c) whether any individual employee meets those program requirements.
- 1.1 In order to be considered eligible to participate in the Master Plan Program, all employees must fall under one or more of the following categories:
- a. Possess a Bilingual Certificate of Competency (BCC); Bilingual, Crosscultural, Language and Academic Development (BCLAD) Authorization; or equivalent authorization
 - b. Teach in a Dual Language program
 - c. Possess a Deaf and Hard of Hearing (DHH) credential, American Sign Language (ASL) credential, Audiology credential, Speech and Language Pathology credential, and/or ASL Proficiency Interview with the score of 4.0 or above
- ~~1.2 In addition to classroom teachers, non-classroom employees including Student Health and Human Service (SHHS) providers with appropriate language certifications and substitute employees with BCC/BCLAD in long-term assignments can qualify for the Master Plan program, except those with bilingual certification as defined in Section 3.1 are required to have successfully completed a minimum of 4 semester units (as defined in Article XV) of coursework in language development methods and culture, either through District training resources or through District approved university coursework, certification DHH credential, or ASLPI Certification, including all those in special education as provided in Section 3.1 through 3.11, as defined in Section 3.1. This same coursework will normally prepare the employee for passage of the State administered BCLAD methodology and culture of emphasis test components and eligibility for receipt of the \$540 stipend (\$270 for each component) incentive of Section 2.0 of this Article; but even if the BCLAD test component is not taken or is not passed, completion of the coursework is essential. Coursework completed under the previous bilingual plan (or passage of the BCC culture and methodology test components) counts toward this requirement.~~
- ~~1.2 In order to permit employees who have not yet met this requirement the time to do so, there shall be a two year grace period for each employee. At the conclusion of the two year period an employee who has not satisfied the above coursework requirement will be deemed ineligible for further participation in the Master Plan Program.~~
- ~~2.0 Culture and Methodology Incentive Stipends: Teachers who are monolingual or are not fluently bilingual have a role within the Master Plan Program. The following stipends (one-time incentive payments) will be offered to all qualified K-12 and pre-kindergarten employees serving in Master Plan programs, to promote the acquisition of training leading to successful passage of each of two State administered examination components (culture of emphasis and methodology) of the BCLAD Examination. All participating Master Plan employees, including monolingual teachers, are eligible for these stipends. The stipends total \$540 for each employee as follows:~~

- a. ~~A stipend of \$270 per component shall be paid for verification of successful passage of each of the two BCLAD/ examination components (culture of emphasis and methodology). This stipend applies to Master Plan employees who at any prior time passed the BCLAD/BCC examination component(s).~~
- b. ~~Those who immediately qualify for a differential under Section 3.0 below and who have previously passed the two examination components shall have the first \$540 received under the differential program deemed to be compensation for their prior passage of the two required components.~~

~~Those who have received stipend payment for passage of the two components, and who then subsequently qualify for any of the differentials described in Section 3.0 below, shall have their prior \$540 stipend payment deemed to be an advance on their first differential payment.~~
- c. ~~Those who possess A-level language proficiency, and are participating in a Master Plan Program, but have not yet passed one or two of the required examination components, will be permitted to commence receipt of the differentials described in Section 3.0 below, but such employees must verify passage of the two examination components within two years of commencing receipt of the differential in order to retain their salary differential (Section 3.0 and 3.3e below) beyond that grace period date.~~
- d. ~~Restoration of Eligibility for A-Level Differentials: A-level employees who become ineligible for further differential payments because of not having passed both the culture and the methodology exams as set forth in Section 2.0c and 3.3b may become eligible again in the differential payment cycle following the one in which they verify passage of the required component(s), providing all other requirements are met.~~

3.0 Master Plan Salary Differentials: Salary Differentials shall be paid to UTLA-represented employees (including Student Health and Human Services employees and non-classroom members) based on a combination of recognized qualifications and credentials, parent and student population served, and educational program.

- a. UTLA-represented staff who possess a BCC, BCLAD or equivalent, but are not teaching in a Dual Language program shall receive an annual stipend of \$2,000.
- b. Certificated employees who possess credentials listed above in Section 1.1(c) and who are assigned to at least one site with a DHH student population, but do not regularly provide instruction or services in ASL shall receive an annual stipend of \$2,000.
- c. Non-classroom certificated employees with the appropriate language certification who are assigned to at least one site with a student enrollment of 50% or more English Learners shall receive an annual stipend of \$3,000.
- d. Teachers in a Dual Language program who do not provide instruction in the target language, shall receive an annual stipend of \$3,000. (BCC, BCLAD or equivalent is not required to receive this differential.)
- e. Teachers who possess a BCC, BCLAD or equivalent and are teaching in a Dual Language program shall receive an annual stipend of \$6,000.

- f. Certificated employees who possess credentials listed above in Section 1.1(c) and are assigned to at least one site with a DHH student population, and provide instruction and/or services in ASL shall receive an annual stipend of \$6,000.
- g. Substitute teachers who possess a BCC, BCLAD or equivalent and who provide instruction in a Dual Language program for 50 - 99 days in a single school year shall receive a stipend of \$1,500.
- h. Substitute teachers who possess a BCC, BCLAD or equivalent and who provide instruction in a Dual Language program for 100 days or more in a single school year shall receive a stipend of \$3,000.

3.1 Teachers providing instruction in a target language shall only be evaluated by administrators with an appropriate language certification (listed in Section 1.1 above).

~~Effective July 1, 2001, any teacher who had received a BCLAD/BCC and or A-Level differential during the period from April 1, 1998 through June 30, 2001 shall, if qualified (see Sections 3.1–3.7), be eligible to receive the following annual maximum differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and or A-Level Fluency. Fifty per cent (50%) of the annual bilingual differentials will be paid each semester. Employees in a Model A program are not eligible for a bilingual differential.~~

Certification/ Fluency	Waiver to Basic or Dual Language Program		Model B	
	PHBAO/CAP	Non PHBAO/CAP*	PHBAO/CAP	Non PHBAO/CAP*
BCLAD/BCC	\$5,406	\$1,060	N/A	N/A
A-Level Fluency	\$2,704	\$510	N/A	N/A

~~* As used throughout this Article, the term "CAP Receiver" or "PHBAO/CAP Receiver" is intended to refer solely to those schools, which are designated, as part of the Student Integration Plan, to receive LEP-ELL students transported from overcrowded PHBAO schools.~~

~~Newly hired teachers with a district hire date on or after July 1, 2001 and current teachers who did not receive a BCLAD/BCC and/or A-Level differential during the period of April 1, 1998 through June 30, 2001, shall, if qualified (see Sections 3.1 – 3.7), be eligible to receive the annual maximum differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BCC and or A-Level Fluency. Fifty per cent (50%) of the annual bilingual differentials will be paid each semester. Employees in a Model A program are not eligible for a bilingual differential.~~

Certification/ Fluency	Waiver to Basic or Dual Language Program		Model B	
	PHBAO/CAP	Non PHBAO/CAP*	PHBAO/CAP	Non PHBAO/CAP*
BCLAD/BCC	\$3,060	\$612	N/A	N/A
A-Level Fluency	\$1,530	\$306	N/A	N/A

~~As provided in Section 2.0, the first \$510 allocated to each employee who qualifies for the above differentials shall, on a one time basis, be dedicated to payment of the \$510 total (or \$255 per component) culture and methodology incentive stipends. By the same token, employees who would otherwise qualify for the above differentials, but have not yet passed the two required culture and methodology components, will have the first \$510 (or \$255) of differential payment withheld pending passage of the tests.~~

~~3.1 Qualifications for BCLAD/BGC Level Salary Differential: To qualify for the BCLAD/BGC level differential as set forth in Section 3.0 or in the ESL differential of Section 3.4c, employees must meet the qualifications of Section 3.4 and also must possess and have registered, prior to assignment to the Master Plan Program, one of the following credentials:~~

~~a. Bilingual/Cross Cultural Specialist Credential;~~

~~b. Multiple Subjects Teaching Credential with Bilingual Crosscultural Emphasis or with Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Emphasis;~~

~~c. Single Subject Teaching Credential with Bilingual Crosscultural Emphasis or with Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Emphasis;~~

~~d. Bilingual Certificate of Competence (BGC); or~~

~~e. Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Certificate.~~

~~f. Bilingual Certificate of Assessment Competence (only for school psychologist and speech and language teachers.)~~

~~3.2 Qualifications for Alternative Certification Employees: Alternative certification employees, including but not limited to those who hold an emergency permit, pre-intern, university, or district Intern certificate, waiver, exchange or sojourn credential will be eligible for a bilingual differential only at the A-level rate, providing they have District A-level proficiency and meet all other requirements relating to that differential category~~

~~3.3 Qualifications for A Level Salary Differential:~~

~~a. To qualify for the A Level differential, as set forth in Section 3.0, employees must possess and have registered, prior to assignment to the program evidence of passage of the District Fluency Examination at A-level, or evidence of passage of the BCLAD/BGC language component. A level employees must also meet the qualifications as set forth in Sections 3.3b and 3.4.~~

~~b. A level teachers must, within two years of commencing receipt of the differential, verify passage of the two BCLAD/BGC test components (culture and methodology) as set forth in Section 2.0c.~~

~~c. For special provisions relating to certain Secondary Teachers of ESL classes see 3.4c. below.~~

~~3.4 Additional Qualifications for Both BCLAD/BGC Level and A Level Salary Differentials:~~

~~a. Elementary teachers must, in a Waivered to Basic, Dual Language, or Model B program, deliver an appropriate Master Plan Program of instruction on a daily basis using the primary language~~

of the LEP-ELL students whose number must be a minimum of one-third of the total classroom enrollment. The differential shall be pro-rated in the case of part-time assignments and for those assigned more than 20 days but less than a semester.

- b. ~~Secondary teachers must, in a Waivered to Basic, Dual Language or Model B program, provide appropriate instruction on a daily basis using the primary language of the ELL students for a minimum of three academic instructional periods a day in order to receive the full differential. The differential shall be pro-rated for those assigned fewer than three qualifying periods and for those assigned more than 20 days but less than a semester. In a secondary Waivered to Basic or Model B academic period, if one or two students of the total enrollment are not identified as English Language Learners, the teacher shall not lose eligibility for a differential. If students redesignate during the semester and remain in the classroom, the teacher shall not be deemed ineligible for a differential. In the event that more than two students are not identified as English Language Learners and results in non-eligibility for a differential, the affected employee can request a review process pursuant to section 4.0 below.~~

- e. ~~The foregoing notwithstanding, Secondary BCLAD/BGC and A-level teachers who are available to teach classes in the primary languages of ELL students, but who have instead been assigned to ESL classes for a minimum of three instructional periods a day, shall be eligible for a salary differential which is to be 50% of the differential they would receive if they were assigned to teach classes in the primary language. This differential shall be pro-rated as provided in Section 3.4 b above.~~

- d. ~~Special Education (elementary and secondary) teachers must meet the qualifications as set forth above and provide appropriate Master Plan services for a minimum of fifty percent (50%) of the employee's work day. The corresponding pro-ration rules shall apply. e. Pre-kindergarten teachers must meet the qualifications for elementary teachers as set forth above.~~

3.5. ~~Non-Classroom, Itinerant or Non-School Employees: Effective July 1, 2001, any non-classroom, itinerant or non-school employee who had received a BCLAD/BGC and or A-Level differential during the period from April 1, 1998 through June 30, 2001 shall, if qualified (see Sections 3.1–3.7), be eligible to receive the following differentials if assigned and delivering an appropriate Master Plan Program requiring the BCLAD/BGC and or A-Level Fluency:~~

Certification/Fluency	PHBAO/GAP	Non-PHBAO/GAP
BCLAD/BGC	\$5,100	\$1,020
A-Level Fluency	\$2,550	\$510

~~A newly hired non-classroom, itinerant or non-school employee with a district hire date on or after July 1, 2001, shall, if qualified (see section 3.1–3.7), be eligible to receive the following differentials if assigned and delivering appropriate Master Plan Program instruction requiring the BCLAD/BGC and or A-Level Fluency:~~

Certification/Fluency	PHBAO/GAP	Non-PHBAO/GAP
BCLAD/BGC	\$1,020	\$204

A Level Fluency	\$510	\$102
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- a. ~~Non classroom* employees serving at a single school location must provide appropriate service on a daily basis in the primary language of the ELL students participating in a Master Plan Program for a minimum of fifty percent (50%) of the employee's work day. * See Article IX, Section 3.4~~
- b. ~~Itinerant employees serving at multiple locations shall be eligible for a pro-rated combined (all-District amount plus PHBAO/CAP Receiver) amount as follows:~~
- (1) ~~First, calculate the percentage of the employee's total work assignment which is in PHBAO/CAP Receiver schools (e.g., if 4 out of 5 days, the factor would be 80%). In order to qualify for any differential, this factor establishes the maximum differential possible. The non-PHBAO/CAP Receiver services are not to be considered further, regardless of their nature.~~
- (2) ~~Next, calculate the percentage of the PHBAO/CAP Receiver services which are rendered to ELL students/ parents and which require utilization of the students' primary language. The employee is responsible for maintaining accurate daily records (logs, contact forms, etc., as directed) and preparing appropriate and accurate summary reports documenting the nature and extent of such services. The records must reflect the language status of the person served, and the length of time the employee utilized the primary language. These records and reports are subject to supervisory approval and subsequent audit. Services to ELL persons, which do not require utilization of the primary language, do not count toward this calculation. If the factor calculated pursuant to this paragraph is 50% or more, the employee shall receive the percentage of the differential established in paragraph 1 above.~~
- e. ~~Non school employees must participate in the Master Plan Program and utilize the primary language for a minimum of fifty percent (50%) of their workday. Calculations for these employees shall be determined pursuant to paragraph b. above.~~

3.6 Date of Eligibility for Salary Differentials: Employees who meet the qualifications for salary differentials as of Norm Day of each semester, and who thereafter continue in the same assignment, shall be paid the appropriate differential. Employees who meet the qualifications after Norm Day and who thereafter continue in the same assignment, shall be paid the appropriate differential upon verification of eligibility. Such differential payments shall be subject to pro-ration, as set forth above. Whenever a school becomes newly eligible for the salary differential program, the eligible employees shall immediately become subject to the salary differential, consistent with the above pro-ration rules. Educators who complete any of the requirements outlined in Section 1.1 above (and therefore become eligible for one of the differentials listed in Section 3.0 above) after the beginning of the school year, but before the end of the Fall Semester, shall receive 50% of the stipend for that year, effective at the beginning of the Spring Semester.

~~3.7 Condition Precedent: Payment of the PHBAO/CAP Receiver portion of the Master Plan salary differentials is contingent upon State funding reimbursement (at the 80% level) through an approved expansion of the District's State-mandated Student Integration Program. In the event that any costs do~~

~~not so qualify the program may be suspended or terminated immediately, and the program shall immediately be subject to reopened negotiations.~~

- 3.8 The District and the UTLA Article XXX Bilingual Subcommittee shall continue to discuss issues and concerns related to the Master Plan including classroom organization, at least six times per year.
- 3.9 Committee Review: The ~~existing~~ District Bilingual Ad Hoc Committee shall be reinstated to review the Master Plan and create a method of evaluating the effectiveness of The Plan. The Committee will jointly determine the details of the review and evaluation. A joint report of the outcome of this review and evaluation shall be completed ~~and distributed to~~ by the District and UTLA.
- ~~3.10 Availability of Competency Exams: The District and the UTLA Article XXX Bilingual Subcommittee shall collaborate to provide opportunities for individuals to take the District fluency exams that are necessary to comply with the Master Plan qualifications.~~
- ~~4.0 Special Dispute Resolution Process for Secondary Teachers: Effective July 1, 2001, A secondary teacher providing Master Plan instruction in a Waivered to Basic or Model B Program requiring 100% English Learners, who was deemed not eligible for a differential due to having more than two students who are not English Language Learners, may request a joint LAUSD/UTLA Differential Review. The Differential Review committee shall consist of two members. Both UTLA and LAUSD shall recommend one designee to serve on the Differential Review Committee. If an acceptable resolution is not reached through the Differential Review Committee, the teacher may appeal to the Local District Superintendent. The Local District Superintendent, in conjunction with a designee from Human Resources Division shall review the appeal on a case-by-case basis and the decision will be final and binding on a one-time non-precedent setting basis.~~

ARTICLE XIV

SALARIES

Attract & Retain Educators

- The salary of all certificated employees in the UTLA bargaining unit, including Adult Education, CTE, and Substitute educators, shall be increased by 10%, effective July 1, 2022; the salary of all certificated employees in the UTLA bargaining unit, including Adult Education, CTE, and Substitute educators, shall be increased by an additional 10%, effective July 1, 2023
- All certificated bargaining unit member positions shall be eligible for the same annual Masters differential and the same annual Doctorate differential
- Increase the Masters differential for all bargaining unit members to \$1,334 annually, with automatic future increases by the same percentage as bargaining unit salary table increases
- Increase the Doctorate differential for all bargaining unit members to \$1,918 annually, with automatic future increases by the same percentage as bargaining unit salary table increases
- A new salary schedule shall be created for school nurses with a \$20,000 increase to every cell of the 2021-2022 Salary T Table and be implemented prior to the implementation of any bargained salary increase
- A school nurse mentoring program shall be created with a \$4,398 annual differential for mentors
- School nurses shall be provided with one hour of replacement pay at their hourly rate of pay if required to travel to another school other than their primary assignment to provide services
- School nurses shall be provided their hourly rate of pay if required to attend school activities outside of their contractual workday
- Schools with more than 750 students shall be provided by the central office with at least one full-time health assistant
- Private and public sector experience as an RN shall be used, on a year for year basis, for rating in school nurses on the school nurse salary schedule
- All unit members shall be provided up to \$2,000 annually as reimbursement for costs associated with acquiring new credentials or credential renewals, new certifications or certification renewals, or new licenses or license renewals required for their continued employment in their assignment, or for costs associated with classes completed for the accrual of salary points
- Increase the voluntary training rate from \$50 per hour to \$75 per hour, with automatic future increases by the same percentage as bargaining unit salary table increases

Equity Investments for Educators

- Increase each cell of the 2021-2022 Early Education Center salary schedule by \$1,000 annually, prior to the implementation of any bargained salary increase

- All current and future Early Education teachers with a BA and a teaching credential shall be placed on the T Salary Table, effective July 1, 2022
- Provide Adult Education & CTE teachers with one hour of preparation pay per week for every 5 hours of weekly instruction provided
- Add a Step 6 and Step 7 to the Adult Ed Salary Schedule, with a 10% increase from Step 5 to Step 6 and a 10% increase from Step 6 to Step 7
- Increase the hourly rate for Adult Education & CTE teachers providing evening instruction as part of a “split shift” that includes a day shift by \$10 per hour
- Carlson Home School educators shall be moved to the T Salary Table, effective July 1, 2022
- In addition to their primary assignment area, Carlson Home School teachers shall have no more than one (1) adjacent assignment area (they currently have at least 2), and shall be paid for one (1) hour of travel time per week at their regular hourly rate of pay when assigned an adjacent area
- Provide replacement pay for non-classroom unit members when asked to provide classroom coverage
- Eliminate requirement that unit members with National Board Certification must work in a classroom setting to qualify for NBC compensation
- HHS staff required and/or directed to work outside of their contractual workday shall be compensated at their hourly rate of pay
- Secondary art activities differentials shall be equal to athletic differentials

Equity Investments for Students

- Community School Coordinators shall work on B Basis, with days worked outside of the school year mutually scheduled between the coordinator and site administrator with a focus on accommodating the demands of community work
- All current DHH itinerants shall receive a one-time \$5,000 retention bonus for the 2022-2023 school year; all new DHH itinerants hired for the 2022-2023, 2023-2024, or 2024-2025 school years shall receive a \$5,000 recruitment bonus upon being hired
- The District shall provide a \$5000 retention stipend for PSAs, PSWs, RJ teachers and Academic Counselors working at a school as part of BSAP for a minimum of 3 years. These payments shall be as follows:
 - \$2000 upon completion of the 2022/2023 school year
 - \$2000 upon completion of the 2023/2024 school year
 - \$1000 upon completion of the 2024/2025 school year
- Master Plan differentials for classroom and non-classroom educators shall be expanded and increased in accordance with the UTLA proposals for Article XI-B

ARTICLE XVIII

CLASS SIZE

- 1.1 ~~For purposes of compliance with this Article, teacher assignments are to be adjusted as of "norm date."~~ As of "norm date" the number of teachers to be assigned to a school shall be based upon the class size maximums as defined in this Article ~~number of students listed in the teacher Allocation Tables and the staffing requirements of this Article.~~
- 1.2 ~~For purposes of compliance with this Article, teacher assignments are to be adjusted subsequent to norm date as follows:~~
- a. ~~At a secondary school, increases in enrollment will be absorbed by existing staff until the following semester or term.~~
 - b. ~~At an elementary school, an increase in enrollment at the school which is sufficient to create an additional position, and which is sustained through two monthly enrollment reporting periods, shall cause an additional teacher to be assigned. If the subsequent increase is sufficient to create two additional positions, one additional teacher shall be assigned after one monthly enrollment report period, and the second shall be assigned if the requisite enrollment is sustained through the second monthly enrollment reporting period. If the increase is sufficient to create three positions, two will be assigned after one monthly reporting period and the third will be assigned if the enrollment is sustained through the second monthly reporting period.~~
- 1.3 ~~Teachers provided by the requirements of this Article may be assigned to non-register carrying positions to perform teaching functions such as individual or small group instruction or "team teaching," and also be counted in computing average class sizes for norming purposes, in the following circumstances:~~
- a. ~~From the start of a semester or term and through norm date: Where space is available for classroom use, priority shall be given to register carrying teaching stations. Where space is not available for classroom use, teacher(s) may be assigned to perform non register carrying classroom teaching functions to work with students in classes or departments exceeding expected class size.~~
 - b. ~~After norm date: Without regard to space availability, in order to avoid the disruption of a school organization, teacher(s) may be assigned temporarily (i.e., until next norm date) to perform non register carrying classroom teaching functions in classes or departments exceeding the expected class size.~~
- 1.4 The class size restrictions of this Article are intended to establish minimum standards, and not to preclude or affect any existing or future improvements in these standards which result in lower class sizes or the utilization of "off-norm" or special program positions.
- 1.5 ~~HOLD~~
- 1.6 Class Size Arbitration Procedures: If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority, ~~where no other reasonable or practical options are deemed appropriate,~~ to require the assignment of additional teachers to meet the class size and

~~staffing requirements of this Article. be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.~~

~~1.7 If a violation of this Article is established through the arbitration process, the arbitration panel shall have authority to require the assignment of additional teachers to be utilized consistent with Section 1.3 of this article, but shall not have authority to award any monetary relief.~~

2.0 Class Size Averages & Maximums for:

Type of School	Grade Levels	Class Size Averages*	Class Size Maximums 2022/23	Class Size Maximums 2023/24	Class Size Maximums 2024/25
PHBAO (Predominantly Hispanic, Black, Asian & Other Non-Anglo)	TK - 3	24.00	27	<u>25</u>	<u>23</u>
PHBAO	4 - 5 (6)	27.00	30	<u>28</u>	<u>26</u>
PHBAO Academic	(6) 7 - 8	27.00	30	<u>28</u>	<u>26</u>
PHBAO Academic	9 - 10	27.00	30	<u>28</u>	<u>26</u>
PHBAO Non-Academic	(6) 7 - 8	36.25	39	<u>37</u>	<u>35</u>
PHBAO Non-Academic	9 - 10	35.50	39	<u>37</u>	<u>35</u>
PHBAO Academic & Non-Academic	11 - 12	35.50	39	<u>37</u>	<u>35</u>
Desegregated/Receiver (Schools Governed by the Student Integration Program)	TK - 3	24.00	27	<u>25</u>	<u>23</u>
Desegregated/Receiver	4 - 5 (6)	32.50	36	<u>34</u>	<u>32</u>
Desegregated/Receiver Academic	(6) 7 - 8	32.50	36	<u>34</u>	<u>32</u>
Desegregated/Receiver Academic	9 - 10	32.50	36	<u>34</u>	<u>32</u>
Desegregated/Receiver Non-Academic	(6) 7 - 8	36.25	39	<u>37</u>	<u>35</u>
Desegregated/Receiver Non-Academic	9 - 10	35.50	39	<u>37</u>	<u>35</u>
Desegregated/Receiver Academic & Non-Academic	11 - 12	35.50	39	<u>37</u>	<u>35</u>
<u>Independent Study Programs</u>	<u>TK - 12</u>		<u>30</u>	<u>25</u>	<u>23</u>

*Class size averages shall remain in effect until the 2024/25 school year.

Type of School*	Grade Levels	Class Size Averages**	Class Size Maximums 2022/23	Class Size Maximums 2023/24	Class Size Maximums 2024/25
PHBAO Magnet	TK - 3	24.00	27	<u>25</u>	<u>23</u>
PHBAO Magnet	4 - 5 (6)	27.00	30	<u>28</u>	<u>26</u>
PHBAO Magnet	(6) 7 - 8	27.00	30	<u>28</u>	<u>26</u>
PHBAO Magnet	9 - 12	27.00	30	<u>28</u>	<u>26</u>
All Other Magnet	TK - 3	24.00	27	<u>25</u>	<u>23</u>
All Other Magnet	4 - 5 (6)	29.5	33	<u>31</u>	<u>29</u>
All Other Magnet	(6) 7 - 8	29.5	33	<u>31</u>	<u>29</u>
All Other Magnet	9 - 12	29.5	33	<u>31</u>	<u>29</u>

* In order to be considered magnet class in a magnet center, a class must contain more than 75% magnet students.

**Class size averages shall remain in effect until the 2024/25 school year.

2.1 Academic classes are those in English Language Arts, Math, Social Studies, Science, and Foreign Language. Non-academic classes are all electives, excluding Physical Education and activity classes such as Band and Drill Team.

2.2 Schools not falling within the categories above shall maintain class size averages and class size maximums consistent with schools governed by the Student Integration Program (Desegregated/Receiver schools).

~~2.3 Other Regular Program Class Size Averages & Maximums:~~

~~a. Elementary schools: Taken together, all classes at a school in grades K-3 are to average 24 students, and in grades 4-6 are to average 35.5 students.~~

~~b. Middle Schools (including 6th grade middle school students): all classes at a school are to average 36.25 students.~~

~~c. Senior high schools (including grade 9 senior high school students): all classes at a school are to average 35.5 students.~~

2.4 Non-elective Secondary Physical Education classes provided by the Physical Education Department (excluding elective PE classes, team sports, and activity classes such as Band, Pep Squad and Drill Team) are to have a maximum class size of 55.

3.0 Distribution of Students Within Grade Levels, Departments and Classes: Grade Level and Department Chairs (add SLC Lead Teachers if applicable) shall, as minimum, have the right to consult with, and make recommendations to, the site administrator or designee with respect to allocation of the grade level or department budget funds, establishment of the grade level or department class offerings, assignment of grade level or department members to specific classes, and balancing of grade level and

department classes. Soon after the opening of school, each elementary grade level chairperson or secondary department chairperson shall call a meeting of the grade level/department for the purpose of attempting to reach consensus on recommendations to be made to the site administrator with respect to an equitable and educationally sound distribution of students, including students who may enroll at a later date.

4.0 Problem Solving Process: Class Size Averages & Maximums

- a. ~~If the class size averages and/or maximums in this Article are exceeded beyond fifteen (15) instructional day of each semester work days after the norm day, upon request of an affected teacher(s), the site administrator shall conduct a review of the circumstances causing the violation.~~ If the class size maximums in this Article are exceeded beyond the 10th day of the instructional year, the affected teacher may initiate a grievance in accordance with Article V of this Agreement.
- b. ~~The administrator shall then meet within five (5) work days with the affected teacher(s), grade level or department chair (add SLC lead teacher if applicable), and chapter chair to discuss the review, and provide a written explanation for the violation of class size averages and/or maximums and the efforts made to balance classes in order to meet the averages and/or maximums.~~ If the class size maximums in this Article are exceeded beyond the 15th day of the instructional year, the District shall provide daily compensation to the affected teacher for each day in which their class size maximums are violated after the 15th day of the instructional year.
- e. ~~The parties will discuss options for meeting the required averages and maximums without limiting student access to a full range of course options in a manner which does not disrupt the instructional program or exceed the school's allocated resources. Such options may include a class size waiver for the school site in accordance with the waiver procedures described in LAUSD Policy Bulletin 6029.2 (January 15, 2014).~~ Teachers with class sizes in violation of the maximums in this Article shall be compensated at their daily per pupil hourly rate (hourly rate of pay divided by the class size maximum) for each hour in which the maximum is violated times the number of students beyond the class maximum.
- d. ~~If an agreement is not reached on a solution following a c above, the affected teacher(s) or UTLA may initiate a grievance in accordance with Article V of this Agreement. The timeline for initiating a grievance shall start upon completion of a c above.~~

- 5.0 Counseling Services: For the 2023-2024 school year, The District shall maintain a secondary school counseling services ratio of 350:1 per secondary school. Once a school has exceeded 10% of the ratio, an additional secondary counselor shall be provided to the school by the District (example: a middle school or high school with 4250-735 students would have 2 secondary counselors, while a middle school or high school with 4254-736 students would have 3 secondary counselors). For the 2024-2025 school year and beyond, the District shall maintain a secondary school counseling service ratio of 300:1 per secondary school. Once a school has exceeded 10% of the ratio, an additional secondary counselor shall be provided to the school by the District (example: a middle school or high school with 630 students would have 2 secondary counselors, while a middle school or high school with 631 students would have 3 secondary counselors).

- 5.1 Teacher Librarian Services: The District shall provide one (1) full-time Secondary Teacher Librarian, five (5) days per week, for every library facility located on a secondary school campus and one (1) full-time Elementary Teacher Librarian, five (5) days per week for every elementary school campus with more than 250 students. Elementary School Campuses with under 250 students shall receive one (1) half-time Elementary Teacher Librarian for an equivalent of 2.5 days. Span schools shall continue to receive library services from the Secondary Teacher Librarian. Under no circumstances shall this provision result in a reduction in the number of Library Aides at elementary campuses at the time of this Agreement.
- 5.2 School Nurse Services: The District shall provide one (1) full-time School Nurse, five (5) days per week, to every school.
- 5.3 ~~In the event that the District is not able to meet the obligations of Sections 5.0-5.2 of this Article by October 1st of each school year, if UTLA files a grievance for alleged violations of those Sections, the grievance will be immediately placed into abeyance for a period of thirty (30) days in order to allow the parties to explore options to resolved the alleged violation. Those options include, but are not limited to, recruitment and retention incentives, career ladder programs, developing internal credentialing programs, etc.~~
- a. ~~The parties may mutually agree to extend the 30-day abeyance window.~~
- b. ~~If the parties are unable to resolve the dispute informally during the abeyance period, UTLA shall be allowed to resume the grievance process.~~
- 5.3 PSW Services: For the 2023-2024 school year, the District shall maintain a PSW to student ratio of 400:1 per school. Once a school has exceeded 30% of the ratio, an additional PSW shall be provided to the school by the District (example: a school with 920 students would have 2 PSWs, while a school with 921 students would have 3 PSWs). For the 2024-2025 school year and beyond, the District shall maintain a PSW to student ratio of 350:1 per school. Once a school has exceeded 30% of the ratio, an additional PSW shall be provided to the school by the District (example: a school with 805 students would have 2 PSWs, while a school with 806 students would have 3 PSWs).
- 5.4 PSA Services: For the 2023-2024 school year, the District shall maintain a PSA to student ratio of 400:1 per school. Once a school has exceeded 30% of the ratio, an additional PSA shall be provided to the school by the District (example: a school with 920 students would have 2 PSAs, while a school with 921 students would have 3 PSAs). For the 2024-2025 school year and beyond, the District shall maintain a PSA to student ratio of 350:1 per school. Once a school has exceeded 30% of the ratio, an additional PSA shall be provided to the school by the District (example: a school with 805 students would have 2 PSAs, while a school with 806 students would have 3 PSAs).
- 5.5 Psychologists Services: For the 2023-2024 school year, the District shall maintain a District-wide aggregate Psychologist to student ratio of 400:1. For the 2024-2025 school year and beyond, the District shall maintain a District-wide aggregate Psychologist to student ratio of 350:1.
- 5.6 College Counseling Services: District shall provide a college counselor to every high school with at least 350 students.
- 5.7 The District shall provide one (1) new off-norm elective teacher for every secondary school for the 2023-2024 and 2024-2025 school years.

- 6.0 Early Education Centers: Pursuant to State requirements, the allocation of staff is to be determined by the number of child days of enrollment based upon attendance hours (Full Time Equivalent Concept).
- 7.0 Special Education: See Article XXII, Sections 1.0 - 2.0
- 8.0 Class Size Task Force: A Class Size Task Force, comprised of five (5) UTLA appointees and five (5) LAUSD appointees, one (1) parent appointed by UTLA, and one (1) parent appointed by LAUSD, shall be established and maintained. The Task Force shall:
- a. Meet quarterly during District business hours, unless Task Force members mutually agree to schedule additional meetings at other intervals or times. District employees appointed to the Task Force shall be released from their regular employee duties at no loss of salary or benefits.
 - b. Receive a monthly report from the District showing K-12 class sizes, including special education caseloads, for all LAUSD K-12 school sites.
 - c. Review the monthly reports and identify patterns deserving further attention and analysis.
 - d. Review all approved waivers related to class size averages and/or maximums.
 - e. Explore options and strategies for reducing class sizes in the district, including but not limited to, identifying grade level and subject area priorities for potential targeted reductions.
 - f. These subject matters to be discussed by the Task Force may include matters of consultation or permissive bargaining, as well as matters that fall within the scope of mandatory bargaining. However, the Task Force shall not have authority to engage in bargaining, reach agreements or make joint reports/recommendations. Task Force members shall report back to their respective bargaining teams in an advisory capacity.
- 9.0 The District shall create a program to recruit and retain educators of color that includes partnering with teacher education programs from at least three local universities and/or HBCUs. This shall include an induction/mentoring program to recruit, support and retain educators, counselors and social workers of color.

ARTICLE XIX

SUBSTITUTE EMPLOYEES

- 1.0 Salary and Benefit Provisions: For salary and benefit provisions, including Base Rate, Incentive Rate, Extended Rate and Inter-session/Summer/Winter Session Rate, refer to Appendix E. The following substitute salary and benefit provisions are in effect for the 2004-05 school year only; salaries for 2005-06 are subject to reopener negotiations pursuant to Article XXXII. (AGREED)**
- a. The rates for substitutes who serve in place of employees paid on the Preparation Salary Table reflect a fold-in of the previous 11364 accrual rate factor for paid non-working days described in Section 2.0 and the 3% longer days factor.
 - b. Base Rate: The base pay rate for substitutes who serve in place of employees in the K-12 program allocated to the Preparation Salary Table shall be ~~\$159.26 per day effective July 1, 2004, and if the substitute serves in an extended status under Section 4.0, the daily rate shall be \$214.93 per day effective July 1, 2004~~ paid in accordance with the rates listed in Appendix E. The rates set forth in the previous sentence shall also be the sole rates available to contract teachers serving as substitutes during unassigned periods.
 - c. Incentive Plan Rate: Substitutes who are accepted for and continue to meet the requirements for the Incentive Plan (see Section 3.0.) shall be ~~\$214.93 per day effective July 1, 2004~~ paid in accordance with the rates listed in Appendix E.
 - d. Continuity Rate Increase: Substitutes who serve in place of employees paid on the preparation Salary Table shall have their rates of pay increased by one hour of pro-rated pay per day effective the first day following the completion of service equivalent to 130 days during the school year.
 - e. **Inter-session/Summer/Winter Session Rate: Substitutes serving in summer school (see Section 5.4 below) shall be paid ~~\$115.96 effective July 1, 2004, at their hourly rate in Appendix E~~ for a normal summer school day of four hours. Substitutes in a single assignment for the entire summer or winter session shall be paid at their ~~regular~~ extended hourly rate in Appendix E retroactive to the first day of the assignment including any additional hours worked as may be required of non-substitute teachers in similar assignments. ~~If substitute pay rates notwithstanding in extended status pursuant to Section 4.0, the extended rate shall be \$156.51 per day for a normal summer school day. NOTE: Employees may have assignments of varying hours per day. Daily rates may be derived by dividing the rates above by four and multiplying by the assigned hours per day. (AGREED)~~**
 - f. Non-Preparation Table Substitutes (Excluding Adult Education): Substitutes serving in place of employees who are not paid on the Preparation Salary table shall be allocated to the first step of the minimum schedule for the class. Such employees shall be entitled to step advancement on that schedule if qualified, but substitutes serving in place of employees paid on the Children's Center/Development Center Salary Table shall be paid not more than \$139.37 per day effective July 1, 2004, except as provided in Section 2.0b.
 - g. As of July 1, 2001, Adult Education employees hired prior to July 1, 2001 serving as substitutes will be paid at the rate (Step 1) of the Adult Hourly Rate Schedule. Employees hired on or after

July 1, 2001 serving as substitutes will be paid at the flat rate (Step A) of the Adult Hourly Rate Schedule. The accrual rate previously paid is eliminated effective June 30, 2001.

- h. Upon request, a Substitute working in a long-term assignment and/or a Substitute who has worked at least 100 days in each of the two preceding years shall be allowed to participate in District Professional Development Training on a space-available basis where funding is available or not required.

2.0 — Paid Nonworking Days:

~~a. — The parties have agreed to a system of payment in lieu of the previous payments for illness, holidays, and vacation (Winter/Spring Recess). The system includes a "continuity rate increase," as described in Section 1.0d above, and also the "paid nonworking days" system described below. Payment for holidays pursuant to the previous Agreement was discontinued, effective November 4, 1983. Payment for Winter or Spring Recess was discontinued effective July 1, 1983. [AGREED]~~

~~Accumulation of paid illness allowance was discontinued effective November 4, 1983. However, any illness balance credited to a substitute employee may continue to be used pursuant to the provisions for its use in the 1980-82 Agreement. [AGREED]~~

~~b. — Accrual rate for paid nonworking days:~~

~~(1) — In lieu of the previous lump sum payments for paid nonworking days, substitutes who serve in place of employees paid on the Preparation Salary Table have had the accrual rate factor folded into their rate of pay as described in Sections 1.0 and 4.0. [AGREED]~~

~~(2) — All other substitutes shall have the accrual rate factor folded in to their rate of pay retroactively, after they have been in paid status as a substitute for the equivalent of 35 full-time days from the beginning of the school year. (The accrual rate previously paid to Adult Education Substitutes is eliminated effective June 30, 2001.) [AGREED]~~

~~(3) — The above paragraph b.(1) is not applicable to contract employees on leave to serve as a substitute in a higher class. Such employees shall receive the rate of pay for the higher class in accordance with Article XIV, Section 9.0. Holiday and illness benefits shall be received on the same basis as a contract employee. [AGREED]~~

~~3.0 Incentive Plan Residency Substitute Program: Based on District and programmatic needs, the District may at its discretion initiate a Residency Substitute Program. ~~Incentive Plan~~ This Program allows substitutes to serve in schools designated by the District in a daily capacity for the entire school year. Resident Substitutes are assigned to the same school, serve as the first substitute of the day and provide support to classrooms at the discretion of the site administrator. Substitute employees wishing to become Resident Substitutes will complete an interest survey indicating their preferred region. The Substitute Division will assign Resident Substitutes to schools. The employees selected shall receive the Substitute Residency Rate of \$249.91 per day/ \$41.65 per hour. Substitute employees participating in the Resident Substitute Program may accept Extended Rate assignments at their Residency school and may return to the Substitute Residency Rate at the conclusion of their Extended Rate assignment. The District shall solicit substitutes to participate in the plan, but may reasonably limit the number so that participants can expect to be assigned each day except under unusual circumstances such as~~

pupil-free days. The Substitute Residency Rate shall be retroactive from July 1, 2022. If either party wishes to make modifications to the Residency Substitute Program, the parties shall meet and discuss no later than March 1, 2025.

~~a. Substitutes (including School Nurses) on the active waiting list of applicants for the Incentive Plan, and who serve at schools of particular need as determined by the District, shall be paid at the Incentive Plan rate for that day. See also Section 3.3e below.~~

3.1 Eligibility: Eligible substitutes may apply to enter the plan at any time. School Nurses shall be included in the Incentive Plan. The Incentive Plan shall be applicable only to substitutes who are serving in place of regular K12 program employees paid on the Preparation Salary Table during the regular (September-June) academic year and who also meet the following qualifications:

- a. Agree to serve in any grade level and/or subject field as reasonably determined by the District and at any school/center location according to District need.
- b. Are available a minimum number of days of availability per week as specified by the District; the District retains discretion to establish the requisite days of the week and/or number of days per week of availability for any calling area.
- c. Agree to serve as an incentive substitute for at least one semester.

Participants who do not continue to meet the obligations of a., b., and c. above, or who refuse an assignment, or who acquire more than five (5) unavailables during a semester may be dropped from the plan and may be ineligible for restoration to the plan for a minimum of one year.

3.2 Priority for Selection: Seniority based on earliest uninterrupted date of assignment in the District as a certificated employee and number of days available for assignment shall be used to determine priority for selection of new participants in the Incentive Plan.

3.3 Incentive Substitute Assignment Procedures:

- a. Incentive Plan substitutes will be called for assignment pursuant to Section 5.3 of this Article, except that a limited number (at the District's discretion) of the participants with five-days-per-week availability may be assigned in advance on a daily basis to schools for service at those sites or be reassigned to other nearby schools as determined by the District. Substitutes with the longest travel distance will be given priority consideration for advance assignment.
- b. Incentive Plan substitutes may be name-requested by the site administrator of any participating school irrespective of 3, 4 or 5-day availability, but may not be name-requested by non-incentive plan schools. Participating schools shall not include non-incentive substitutes on their preferred calling lists.
- c. Non-Incentive Plan substitutes may be assigned to participating schools, but only after all available incentive substitutes have been assigned.

4.0 Day-to-Day Substitutes, Extended: Any day-to-day substitute who serves for more than 20 consecutive working days in the same general education assignment or sixteen (16) consecutive working days in a special education assignment in place of the same absent employee or in the same unfilled position, in regular K-12, shall be classified as a Day-to-day Substitute, Extended employee and shall be paid the Incentive Plan substitute daily rate as

provided in Section 1.0b and c above retroactive to the beginning date of the assignment. **Substitute teachers in extended assignments are entitled to any and all preparation time afforded to the classroom teacher for whom they are substituting. If directed to provide class coverage during the teacher's conference period, the substitute employee in an extended assignment will be compensated at their hourly rate.** Days used by the substitute for illness, personal necessity or bereavement shall not count toward, but shall not constitute a break in, the consecutive working days requirement. Upon the termination of the extended assignment, the substitute shall return to, and be paid as, a day-to-day substitute. Should that same substitute within five (5) working days of the termination date be returned to the previous extended assignment, and continue in that same assignment for a minimum of ten (10) additional working days, the substitute shall again be classified as an extended substitute and shall be paid the Incentive Plan substitute rate retroactive to the beginning date of the return to the position. [AGREED]

- 4.1 A substitute may not be released from an assignment as the 21st day approaches in a general education assignment or the 17th day approaches in a special education assignment, for the sole purpose of preventing the substitute from qualifying for the extended substitute pay rate.
- 4.2 A substitute teacher who is assigned for ten consecutive days to an unfilled position in which the substitute teacher opens a class at the beginning of the school year or is assigned for ten consecutive days to an unfilled position in which the teacher closes a class at the end of the school year, or, in a secondary school, closes a class at the end of the semester, shall be paid at extended substitute rate.
- 5.0 Assignment Procedures for Non-Incentive Plan Substitutes: Day-to-day substitutes may apply to only one of the service areas (North – 1, 2, 3, 4; South 1, 2, 3; Central 1, 2, 3) for assignment. Day-to-day substitutes will be placed, upon request, on a calling list within the Calling Area but are subject to assignment to any school within the Calling Area and also, when necessary, may be assigned to any school in an adjacent calling area. Also, substitutes must be available for at least two consecutive days per week. (Friday/Monday meets the consecutive days requirement.) Substitutes who are unable to comply with the consecutive days availability requirement because they are also serving part-time as categorical limited contract teachers are exempt from the consecutive days requirement. Substitutes in the Incentive Plan are assigned pursuant to Section 3.0.
- 5.1 Accepting Assignments: All initial assignments of substitute teachers, including those who are name-requested, must come from the substitute calling unit. Extension or reduction of initial assignments will be directed by the school administrator or designee to the substitute. However, any change in the duration of the initial assignment must be reported immediately by the administrator or designee to the substitute calling unit. Substitutes are not to report changes in the initial assignment to the substitute calling unit.

A substitute who should have been assigned, but was not assigned due to a verifiable District error, shall be granted one of the following remedies, at the employee's option:

- a. a make-up assignment on a day the employee would not normally be called, such as during periods of traditional school calendar recess; or during the summer session; or
- b. cancellation of an "unavailable" charged against the employee.

- c. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."
- d. A substitute who had a weapon brandished at him or her related to and during the performance of assignment duties may specify a "Don Not Send" designation for that school without being charged with an "unavailable."

5.2 Substitutes who are assigned by the Certificated Substitute Assignment Unit have a right to work and be paid for the service they provide whether at the school site to which originally assigned or if necessary, to an alternate assignment specified by the District. If assigned to an alternate assignment, paid service time shall be reported from the time of arrival at the original school site. If a substitute declines an alternate assignment, the substitute shall not be entitled to pay for that day; however, such substitute shall not receive an unavailable.

- a. The District shall maintain a list of school schedules at an employee self-service website.
 - (1) Assignments to SBM schools with adjusted schedules will be offered in the same manner as to non-SBM schools. No special "non-available" notation will be made as a result of an assignment offer to a S.M. school.
 - (2) The substitute on-site obligation at S.M. schools with adjusted schedules will not be greater than normal, even if the teaching time is lesser or greater. Pay for substitutes at such schools will not be adjusted to reflect the revised schedules.

5.3 Calling Priority Order:

- a. Contract pool teachers temporarily assigned to substitute pools, and year-round school teachers newly assigned or whose track is changed and who therefore need to make up time in order to complete one full year of retirement service credit.
- b. Incentive Plan Substitutes (see Section 3.0.).
- c. Substitutes requested by name and employee number, and available year-round school teachers off-track requested by name and employee number at their home school. The request list is limited to those who are available at least two days per week provided that they are available Friday and Monday and approved by the site administrator in consultation with the faculty.
- d. Remaining openings shall be filled from geographic area pools. Substitutes' names shall be arranged by the date of election to certificated service on separate lists for each pool according to service category (elementary K-6, or a given secondary subject field), and called in the following priority order:
 - f. Remaining year-round school teachers off-track who were not assigned pursuant to c. and d. above or off-track teachers not available to substitute at their home school, and teachers on traditional calendars serving as substitutes during unassigned periods.

- g. Standby list (see Section 5.6.). These shall be assigned by seniority order within service category.
 - (1) Substitutes available five days per week.
 - (2) Substitutes available at least two consecutive days per week but less than five days.
- h. Year-round school teachers off-track and available to substitute at least two days per week at their home school, but need not remain available each week of the off-track period. These teachers shall be arranged by their seniority date within the service category (K-6 or a given secondary subject field) for assignment at their home school.

5.4 Assignments During Z Basis Periods: During the summer hiatus periods for traditional calendar schools and off-track periods for year-round schools (i.e., X/Z Basis - see Article IX, Section 10.0j) the calling priority order shall be as described in 5.3 above, but will be restricted to a limited number of substitutes who have volunteered for summer duty and have been selected, again based upon the above priority order.

5.5 During emergencies the above priorities may be temporarily suspended.

5.6 Standby Lists: A substitute may be changed from any high priority to the substitute unit's "standby list" for any of the following causes:

- a. Receipt of the second report of late arrival in any one semester, or traditional calendar summer recess period, which has been determined to be the fault of the substitute;
- b. Receipt of the second "Inadequate Service Report" in any one semester or traditional calendar summer recess period; or
- c. Ten "unavailable" in any one semester, or four during traditional calendar summer recess period. Off-track teachers shall be permitted not more than three in each off-track period. An "unavailable" will be posted each time a substitute:
 - (1) Refuses an assignment within the geographic limits set forth in 5.0 above. However, a refusal will not be charged if the call was received before 5:30 a.m. or after 8:30 a.m. or was for assignment of less than a full day.
 - (2) Refuses to accept the extension of an assignment within availability designation. However, non-incentive substitutes may refuse to accept extension of an assignment without it being counted as a refusal, in any of the following circumstances:
 - (i) If the extended assignment conflicts with a previous commitment by the substitute for a different name-requested assignment;
 - (ii) If the substitute has already served ten consecutive days in the assignment; or
 - (iii) If the assignment is for a subject field other than that designated on their availability form.
 - (3) Fails to answer the telephone personally between 5:30 a.m. and 8:30 a.m. In the case of Early Education Centers, the hours are 7:30 a.m. to 9:30 a.m.

- (4) Has a busy telephone line during two attempted calls during the hours specified in (3).
- (5) Declares unavailability. However, if the substitute Satisfies the District that the unavailability was for more than one day because of a continuing illness, (or compelling personal reason), only one "unavailable" will be charged for that period.

d. A substitute who was physically injured during an act or acts of violence related to and during the performance of assignment duties may specify a "Do Not Send" designation for that school without being charged with an "unavailable."

5.7 Names of substitutes on the standby list shall be called after all other available substitutes have been assigned. Name-requests will not be honored for those on the standby list. A substitute who is placed on the standby list shall be given immediate notice thereof and an opportunity for prompt administrative review by the coordinator of the Certificated Substitute Assignment Unit. Such review shall be without prejudice to any rights the substitute may have under the grievance procedure. After a period equivalent to six working months, substitutes on the standby list may be returned to a higher priority, provided that an Inadequate Service Report was not received during that period.

5.8 Upon request, substitutes shall be advised of their rank on the calling priority list.

5.9 Each school shall post and distribute to teachers a copy of its substitute name-request list (preferred substitute list) and a copy of the list of off-track teachers (if any) available to substitute during their off-track periods. These lists shall include the teachers' employee numbers to ensure that the proper substitute is requested and assigned. Copies of preferred substitute lists shall be forwarded by the local sites to the Substitute Assignment Unit where they shall be available for review by the UTLA Substitute Subcommittee Chairperson.

6.0 Late Arrival: A substitute who cannot reasonably expect to reach a school before class begins must attempt to call the school upon accepting the assignment in order that appropriate interim coverage arrangements can be made at the school. A substitute shall not be considered late if their arrival time does not exceed one hour from the time the substitute accepted the assignment. If a regular teacher in a secondary school is doing replacement service for the class of a late arrival substitute, the regular teacher may complete the period of replacement service if one-half of the period has already been completed. See also Section 7.1.

7.0 Time Reporting: Substitute teachers must serve a full teaching day to receive a full day's pay. Time should be reported to the nearest tenth of an hour (6 minutes) from the time instruction begins. When the school's daily schedule reduces instructional minutes in order to provide professional development, such as Banked Time Tuesdays, substitute teachers shall have the right to participate in professional development and receive pay for the full day. Those who serve a full day shall be time-reported for the same number of hours as the employee for whom they are substituting.

7.1 Service for less than a full day will be compensated proportionately unless the late arrival is due to a late call from the substitute unit which does not permit the substitute to reach the school before class begins. If the substitute has complied with the provisions of Section 6.0, and the school confirms the time of the unit's call, the substitute will be given an opportunity to make up the late time (up to a maximum of one hour) at the end of the school day. Substitutes who are assigned for less than a full teaching day, but were not so informed at the time of the assignment offer (and it was not otherwise apparent) shall be entitled to a full day's pay, provided that they perform other duties as assigned for the balance of the workday. For example, if it is determined that a substitute was not informed of a

half-day assignment, the substitute will be permitted to serve and be paid for a full day. The school must confirm the terms of the assignment offer with the substitute unit.

- 7.2 A substitute who is assigned duties beyond the regular assignment and for which the regular employee is compensated (e.g., UTP duties) shall be time-reported for the full time of the additional assignment.
- 8.0 Release from Assignment: Any employee serving as a substitute may be released from a particular substitute assignment by the immediate administrator or designee at the end of any working day. The official daily service slip completed by the office manager or designee, and reflecting hours worked, shall indicate whether the substitute has been held over or released from the assignment. This procedure shall not be applicable to substitutes serving in extended substitute assignment status.
- 8.1 Job Cancellation: Substitutes who have accepted assignments through the Subfinder, or subsequent replacement system, shall be given the opportunity to work the hours accepted if the assignment is canceled less than one hour prior to the start of the assignment.
- 9.0 Duties: A substitute is expected to perform in a competent manner all of the regular instructional duties of the absent teacher and other duties reasonably assigned by the principal. Failure to satisfactorily perform these duties may result in an Inadequate Service Report. Instructional and other duties and responsibilities include, but are not limited to:
- a. Arrival at school on time (substitutes should be ready to leave home immediately upon receiving an assignment) and remain on site for the full day;
 - b. Present the Payroll Authorization Card to the principal or office manager and report the name of the absent teacher;
 - c. Review lesson plans for the day, if available. If no plans are available, determine areas currently being studied and the activities to be pursued;
 - d. Account for pupil attendance as prescribed by the school;
 - e. Conduct class and enforce rules in accordance with school and Board of Education policies;
 - f. Perform classroom and special duties as assigned. Such special duties may be assigned either during or outside normal conference periods;
 - g. Leave classroom in good order with a summary of the day's accomplishments;
 - h. Inform the principal or clerk when ready to leave the school at the completion of the assignment.
- 10.0 Information: Substitutes shall be provided with the information needed to perform the duties of the position including, but not limited to class grade level, subject matter, assignment address, general or special education assignment, student attendance information, lesson plans, class roster, appropriate keys, seating chart(s), IEP and 504 Plan information, and security and emergency plans. The school discipline policy shall also be provided upon request.
- 11.0 Evaluations and Inadequate Service Reports: See Article X, Sections 7.0, 8.0 and 8.1. When a substitute receives an Inadequate Service Report at a school, either the principal or the substitute may request that the substitute not be assigned to that particular school in the future.

- 11.1 An Inadequate Service Report shall not be considered for the purpose of disciplinary action after a period of four years from the date of issuance. However, the Report shall be retained by the District as required by law.
- 12.0 Other Calling Lists: Separate calling lists shall be maintained for Development Centers and Early Education Centers.
- 13.0 Toll Free Calling: The District shall maintain a toll free telephone line.
- 14.0 Reorganization/Redesign of the Substitute Unit: The UTLA Article XXX Substitute Committee shall be permitted to give input to the District prior to any reorganization or redesign of the Substitute Assignment Unit or to the automated calling system.
- 15.0 Illness Days for Substitute Employees: Substitute employees are entitled to up to six (6) paid illness days or 36 hours in a 12-month period beginning on the 91st working day of employment. Paid illness days may only be used on days the employee is scheduled to work or offered an assignment. Unused illness days may be accrued for up to three (3) years, upon which the unused illness days shall be paid out to the employee at the daily base rate of pay.
- 16.0 Substitute employees may apply for unemployment benefits (EDD) during all school breaks lasting five (5) days or more, without the District filing objection. The District will follow the California Unemployment Insurance Code 1253.3(i) when using Reasonable Assurance Letters to non-contracted employees, so as to include those letters in the info required by that statute.
- 17.0 Substitute employees who were in paid status one-half the number of regular school days in the academic year (or at least 540 hours) shall qualify for healthcare benefits in the following school year. Substitute employees who satisfy the aforementioned requirement shall maintain their healthcare benefits through August/September of the following school year without the requirement of working one (1) day during the prior month.
- 18.0 The Substitute Unit shall create and maintain separate lists of substitute employees with specific credentials (including but not limited to BCLAD, CTE, etc.). (AGREED)**

ARTICLE XXI

ADULT AND CAREER EDUCATION

- 1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of the special conditions involved in the Division of Adult and Career Education (hereinafter "the Division") is conducted by a combination of full-time and part-time employees trained in methods to meet the learning needs of the District's youth and adult population in the areas of essential skills, lifelong learning, and vocational and occupational training. While it is recognized that Division personnel may be concurrently employed in other divisions of the district (including K-12), it is the intention of the parties that the employment relationship described in this Article, and the rights that flow therefrom, are separate and distinct from the rights which may accrue to the individual from other employment in the District. If there is any conflict between the terms of this Article and the terms of other provisions of this Agreement as they apply to Division of Adult and Career Education employees, this Article shall prevail.
- 1.1 Throughout this Article the term "employee(s)" or "unit member(s)" covers those persons who are, by virtue of being assigned for 10 or more hour per week, included within the bargaining unit and eligible to utilize the grievance procedures of Article V. The term "personnel" covers both employees (as defined above) and also non-unit members (those assigned for fewer than 10 hours per week). The complaint procedure referenced in Article V, Section 23.0 is available to non-unit members for alleged violations by the District of Board Rules and/or administrative rules.
- 1.2 **The District shall furnish UTLA annually, upon request, with a list (or lists) of Adult Education assignments (class title, days and hours), listed by name, employee number, work location, and classification codes (including funding source and employment status of each unit member). (AGREED)**
- 2.0 Employment Contracts: Adult Education funded employees who are assigned more than eighteen hours per week are covered either by probationary or permanent contract status.
- 2.1 ~~All personnel in categorically funded programs shall be employed under binding individual ("M" basis) employment contracts which shall not conflict with the provisions of this Agreement. Employees may utilize the grievance procedure with regard to alleged violations by the District of "M" basis contracts. "M" basis contracts shall specify the duration of employment, and shall terminate on or before June 30, of the year in which they are issued. If the duration of employment is to be extended beyond June 30, a second contract shall be issued to cover the balance of the employment period. (AGREED)~~
- a. ~~The contract term for employees assigned to ROC/ROP programs shall be for the equivalent of a one year "C" basis term. (AGREED)~~
- b. ~~The contract term for employees assigned to Skills Center programs shall be for a term of one school year if funding is available. (AGREED)~~
- c. ~~The contract term for a person hired to complete the term(s) of employment of on other person shall be for the duration of the original term(s). (AGREED)~~
- 2.2 **~~Al. "M" Basis contracts of employment shall be terminable at any time prior to expiration, but only for lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause. (AGREED)~~**

2.3 Adult Education teachers shall be paid an additional \$10 per hour for every hour worked in the evening during a split shift, where the second shift is two hours or more after the end of the previous shift.

2.4 DACE teachers in out-of-classroom positions are subject to the 5-year limit described in Article IX-A, Section 9.0. (AGREED)

~~2.5 All paid assignments to special projects during school recesses shall be approved by the Local School Leadership Council or equivalent. (AGREE TO DROP 3/02)~~

~~3.0 Non-Contract Personnel Release During Term of Assignment:~~

~~a. All part-time (18 hours or less per week) Adult Education funded personnel may be released during their term of assignment only for the reasons stated in Section 2.2 above.~~

~~b. Those with an assignment of 10 to 18 hours per week may utilize the grievance procedure for claimed violations of Section 2.2. above; the sole remedy for non-unit members (those with an assignment of less than 10 hours per week) shall be an administrative review by the Division Superintendent or designee, upon written request submitted within 10 days of notification of their release. Also, if it is contended by a non-unit member that the release violated Board Rules and/or administrative rules, the grievance procedure for non-unit members (see Article V, Section 23.0) may be utilized. (AGREE TO DROP 3/02)~~

3.0. All DACE and CTE certificated employees assigned more than 18 hours per week shall work under a Probationary or Permanent contract. All DACE and CTE bargaining unit members assigned 18 hours or fewer per week shall have contracts no less than one year which may only be terminated at the end of the academic year in which it was granted for lack of funds, elimination or reduction of the educational offering, insufficient enrollment or attendance, or other good cause.

~~4.0 Staffing Procedures: for Part-time and Other Untenured Positions: For initial staffing purposes all part-time (18 hours or less per week) and other untenured full-time positions or courses are to be filled as set forth below.~~

~~4.1 For any given academic term, the site administrator shall first develop a plan covering the courses to be offered and determine which of the current personnel are to be utilized. (See Section 4.7 and 4.8 below) These assignments need not be posted.~~

~~4.2 All remaining new or vacant part-time positions or courses shall be posted at the applicable time-reporting site. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), certification required, any special skills and qualifications, and the deadline for applications.~~

~~4.3 The site administrator shall first consider those qualified applicants currently assigned to the site whose assigned schedule would not conflict with the additional work and who if selected, would remain in current status with the Division. "Qualified", as used in this subsection, means that the applicant: Has taught the same course or closely related (e.g. English 1,2,3,4) course in the same subject (either in Adult Education funded programs or "M" Basis categorically funded programs) during the most recent six semesters, possesses the requisite credential, possesses appropriate training and/or experience needed for the position, and possesses the needed instructional skills or qualifications as stated on the job postings.~~

- ~~4.4 — Remaining unfilled positions shall be posted at the Division Central Office and at the time reporting sites and major branches and a copy faxed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site Administrator shall select from among the applicants.~~
- ~~4.5 — The site administrator shall select from among the qualified applicants at the site to fill each position before looking to other sources, provided that the site administrator shall not be so restricted when selecting for grant programs, partnership programs, community based programs, government/industry sponsored and/or other special contracts which involve other special selection arrangements. This special program/contract exemption shall be applicable only to bona fide programs, and shall not be used as an artifice to avoid the general requirements of this section.~~
- ~~4.6 — During the initial staffing period prior to commencement of instruction, the site administrator shall equitably distribute the enrolled students among the teachers who are assigned to the same course and level at the same time and location.~~
- ~~4.7 — In the case of current personnel who are not to be renewed due to elimination or reduction of educational offerings, lack of work or lack of funds (an “over-teachered” condition) during the initial staffing period prior to commencement of instruction, the following procedures shall apply:~~
- ~~a. — The site administrator shall first identify the affected course(s), including closely related courses in the same subject (e.g. English 1, 2, 3, 4);~~
- ~~b. — The longevity of all non-tenured personnel teaching the course(s) and assigned to the time reporting site shall be reviewed.~~
- ~~1. — Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. Time spent on approved unpaid leaves of absence does not count as time served but does not constitute an interruption of the “consecutive” service requirement. Time spent as a continuing employee in DACE that does not meet the requirements for an additional year of longevity shall not result in the loss of the cumulative longevity requirement so long as such time does not exceed two school years.~~
- ~~2. — To qualify for a year of longevity service, the individual must have served at least 380 hours during that school year excluding summer school. Prior to July 1, 2004 456 hours were required to qualify for a year of longevity.~~
- ~~3. — Service in any Adult Education Division program shall apply. However, until such time as the District has the computer capacity to track service on a District-wide basis, the District will look solely to the service at the current time reporting site, unless the individual requests consideration of prior service from another site. Such a request must be made prior to May 1, to be effective for the next school year.~~

- ~~c. The person with the least longevity shall be released unless the site administrator reasonably determines that the person has needed instructional skills or qualifications not possessed by an employee with greater longevity.~~
 - ~~d. The above release procedures shall be in effect throughout the initial staffing period and shall cease to be in effect when instruction commences. (See Section 7.0 for later releases resulting from falling attendance).~~
 - ~~e. The above release procedures are not applicable to the special contract arrangements referenced in Section 4.5 above.~~
- ~~4.8 Courses which are created or become available after the initial staffing procedures are completed shall also be posted and filled as set for the above, but may also be filled immediately on an interim basis pending compliance with the posting procedures.~~
- ~~4.9 Personnel do not have an implied right to employment beyond their assigned term. However, if they are not to be renewed due to dissatisfaction with the quality of their services, they shall be given prompt written notice to the effect by the site administrator, and have the following rights:~~
- ~~a. In the case of employees with an assignment of 10 hours or more per week the notice must have been preceded by compliance with the observation, records and assistance provisions of Article X, Section 5.0. In addition, either the administrator or the employee may invoke the final evaluation procedures of Article X, Sections 8.2 and 10.0.~~
 - ~~b. The rights of personnel with an assignment of less than 10 hours per week are limited to final notice and, for alleged violations by the district of Board Rules and/or administrative rules, the grievance procedure for non-Unit members as referenced in Article V, Section 23.0.~~
- ~~5.0 Staffing Procedures for Tenured Positions: All new or vacant positions of more than 18 hours per week identified as tenured positions shall be posted by June 1 for the fall semester and January 5 for the spring semester and filled at the discretion of the site administrator.~~
- ~~a. Thirty hours per week (120 hours per pay period) is recognized as the full time equivalency (FTE) for all Adult Education funded classifications in which tenure is earned (currently ESL, Academic, Parenting, Programs for Older Adults, Adults with Disabilities and Teacher Counselors).~~
 - ~~b. Tenure shall be earned at any number of hours greater than sixty percent of the FTE or more than eighteen hours per week (more than 72 hours per pay period). The Division acknowledges that once tenure is acquired, it shall have an on-going obligation to offer assignments at the number of hours held by the employee when tenured. After completing the probationary period, employees may increase the number of hours for which they are tenured, not to exceed thirty hours per week (120 hours per pay period). A reasonable effort shall be made to offer assignments to interested and qualified employees who are tenured at less than thirty hours with additional hours that become available over their tenured hours, up to the thirty hours of FTE.~~
 - ~~c. The 2000-01 school year shall be counted toward tenure for eligible current probationary employees. In addition, employees who are tenured at 20 hours per week but who have~~

been working for up to 30 hours per week in the same classification for the 1999-2000 and 2000-01 school years, shall be tenured at the hours worked effective July 1, 2001.

- ~~5.1 Tenured employees with the Division may apply for posted positions at not more than three time-reporting sites by completing a request for Transfer form. The forms shall be available at each time reporting site. Application shall be made to the appropriate site administrator.~~
- ~~a. In filing a posted position, the site administrator shall interview not more than three transfer applicants and not more than three candidates from the Division's eligibility list for that subject area. The eligibility list interviewees shall consist of the two highest ranking candidates on the list and the highest ranking candidate currently assigned to the site at which the opening occurs.~~
- ~~b. All interviews under this procedure shall be scheduled and held within one week of the deadline for application. The site administrator shall fill the position from among the interviewees and notify all persons interviewed of the selection decision. An applicant who refuses an offered tenured position shall be subject to Article XIII, Section 1.3. (AGREED to eliminate existing sections 4.0 - 5.1)~~

4.0 Uniform Staffing Procedures for DACE Classroom Teachers (AGREED)

- a. For employees in each Adult School location, assignment to department and classes shall be made pursuant to the following procedure: (AGREED)
1. Prior to the selection of classes, the administrator at each DACE School shall create a tentative matrix of the classes to be offered that will include the course title, hours per week, clock hours, location and any special credentials, and/or necessary qualifications required for each class assignment.
 2. Departments: The department in which a permanent teacher is considered for assignment purposes shall be the one in which the teacher has taught for the major portion of teaching time during the most recent six semesters of classroom teaching experience. This recent experience provision shall not apply when a teacher applies to a position unfilled after all teachers in the department have had the opportunity to submit requests. (AGREED)
 3. Class assignments shall be combined into positions by the administrator and assigned to current personnel based on the submitted requests with the following prioritization: (AGREED)
 - (i) Qualified permanent teachers currently assigned to the school on the basis of DACE start date and educational program needs, based on the teacher's tenure base. (AGREED)
 - (ii) Qualified probationary teachers currently assigned to the school on the basis of DACE start date and educational program needs.
 - (iii) Qualified permanent teachers with active transfer requests on file, or who have been displaced from other DACE locations. (AGREED)

(iv) Qualified non-permanent teachers on the basis of longevity, start date with DACE, employment contract obligations, and educational program needs. Longevity is measured by the number of consecutive uninterrupted years of satisfactory service in the subject field in the Division. To qualify for a year of longevity service, the individual must have served at least 380 hours during that school year excluding summer school. (AGREED)

b. Remaining unfilled positions and/or class assignments shall be posted at the Division Central Office human resources website, the time reporting sites and major branches and a copy emailed to UTLA. To apply for such positions a person must be either qualified as provided above or possess other appropriate training and/or experience needed for the position, possess the requisite credential, and possess the instructional skills or qualifications as stated in the job posting. Positions shall be posted as soon as they are known to be available. The site Administrator shall select from among the applicants. [AGREED]

c. Dispute Resolution Procedure (Adult Education Class Assignments For Permanent Teachers): In the case of a dispute as to the assignment of a permanent adult education teacher to a position (but not as the result of the assignment of non-permanent teachers, whose assignments are not subject to any dispute resolution or grievance procedure), the dispute shall be resolved solely pursuant to the procedures of Article V-A, subject to the following: The Joint Panel charged with resolving the dispute under Article V-A shall have the authority to overrule a site administrator's adult teacher's assignment to a position only upon a specific finding that the position is arbitrary and capricious. The decision of the panel shall be final and binding. (AGREED)

d. Alleged violations of the procedures set forth in section C. above are subject to the grievance procedure of Article V; the substance of the assignment decision is not. (AGREED)

5.20 The District has committed to replace tenured Adult Education positions which **have** become lost to attrition (resignation, retirement, death) provided that funding to DACE is equal to or greater than the available funding for the previous year and there is documented student need (e.g., increased enrollment) in the subject area(s) for the positions.

5.1 Adult Education Preparation Time: Beginning with the 2022-23 school year, DACE teachers shall be assigned one (1) hour of paid preparation time for every five (5) hours of class time for professional duties including preparation for class, collaborative planning and conferences with students and staff members.

6.0 Class Size Maximums: Class size shall not exceed the room occupancy/seating requirements of applicable fire codes.

a. Occupational classes which require a high degree of student involvement shall be limited in size by the number of functional work stations in the room or shop facility as reasonably determined by the District.

b. In General Education classes the number of students enrolled at any time may exceed the number of learning stations in a classroom of facility. However, actual attendance shall be limited by the number of learning stations and by fire code as provided above. Enrollees in

excess of actual attendance may be placed on a waiting list by the instructor or be referred to the Branch coordinator or site administrator for placement in other classes.

- c. Classes (other than lecture series) scheduled in large District facilities such as music rooms, cafeteria or auditoriums, shall have one teacher for each 50 students, or fraction thereof, who are in attendance for three consecutive class meetings.
- d. Learning Centers, Reading Labs, and other academic learning labs shall be limited as provided above and, in addition, when attendance reaches 27 or more students for three consecutive days an additional person (e.g., aide or teaching assistant) shall be provided to assist the instructor.

7.0 Class Size Minimums: The Division shall observe class size minimums of twenty in General Education, eighteen in Occupational courses and eighteen in Adults with Disabilities.

- a. A notice that a class may be terminated shall be given by the instructor of the class to the students and to the site administrator when attendance reaches twenty or less in General Education, or eighteen or less in Occupational or Adults with Disabilities classes.
- b. If class attendance drops below an average of twenty for three consecutive class meetings (eighteen in Occupational and Adults with Disabilities) the class may be closed.
- c. If class attendance reaches fifteen students (fewer than twelve in Occupational classes and fewer than fourteen in Adults with Disabilities) the class shall be canceled. If a class is being canceled due to loss of enrollment, the teacher shall be so advised as soon as practical during a conference with the administrator and with written notice to the teacher no later than the last scheduled class meeting. The conference may be conducted by telephone if the teacher is not readily available to the administrator (e.g., satellite location, or teacher absent). A class which has reached the level for cancellation may be continued under compelling circumstances at the sole discretion of the Division Superintendent.

7.1 Occupational classes shall not be canceled when student job placement temporarily reduces class size below the stated minimums.

7.2 Learning Centers, Reading Labs and other academic learning labs shall not be canceled when student advancement temporarily reduces class size below the stated minimums.

~~8.0 — The District agrees to continue the practice of paying an Earned Salary Allowance (E.S.A.) to employees in the Division. The threshold of eligibility shall be ten hours per week. — [AGREED]~~

9.0 At each school, the administration and faculty shall annually determine a list of mutually acceptable substitutes. The list may include teachers at the school as well as other qualified teachers. Teachers at the location shall have the right to request a substitute from the list by name. When no name is offered or the substitute is unavailable, the administrator has the right to select another substitute from the list. When the school site administrator chooses to observe a prospective hire, that individual may be assigned as a substitute following an attempt to obtain the consent of the regular teacher. Successful performance by these substitutes may result in their being added to the list. When an absence is known or anticipated to be for a period of more than two weeks, the site administrator may extend the assignment of the current substitute or select from the employees whose names appear on the school substitute list.

- 10.0 Miscellaneous: Division personnel shall have reasonable access to telephone service at all sites for the performance of their student job placement duties.
- ~~10.1 The Memorandum of Understanding dated December 5, 2002 shall be deemed incorporated herein, and the parties shall meet and discuss implementation thereof. (AGREED)~~
- 10.2 The District shall provide pay for the annual before-school planning meeting-three hours at training rate as provided by Board Rule 1921.
- 10.3 Part-Time Leave:
- ~~a. HOLD (AGREED)~~
- b. A Part-Time leave may be granted on a year-by-year basis subject to school schedules, availability of classes, and approval by the principal and the Division of Adult and Career Education (DACE).
- c. An application must be on file in the DACE Personnel Office by March 15 for the upcoming school year.
- d. Eligibility for health and welfare benefits for employees who work less than half-time will be determined pursuant to Article XVI, Section 3.0.
- 11.0 Allocation to an Hourly Rate Salary Schedule: An employee who has not formerly served in a class paid on the Hourly Rate Schedule shall be allocated to the first step. When an employee who formerly served in a class paid on the Hourly Rate Schedule is reassigned to such schedule within 39 months, allocation shall be made to the employee's former step and any step advancement earned but not granted shall be allowed. If such reassignment is more than 39 months from the last date for which salary was received in the class, allocation shall be made to the first step of the schedule. However, if the reason that the employee has not served on the Hourly Rate Schedule for more than 39 months is that the employee was serving in a non-classroom position within the Adult Program, then the employee shall be restored to his or her previous higher step. This last sentence becomes effective 30 days from the adoption of this Agreement, prospectively; an employee disadvantaged by the prior rule shall be re-rated at their previous higher step (plus step advancements earned after return to the Hourly Rate Schedule) effective 30 days from the adoption of this Agreement, but there shall be no retroactive pay relating to any prior time.

ARTICLE XXII

SPECIAL EDUCATION

- 1.0 ~~The District shall make a reasonable effort to maintain Special Education class size indicated in this article. In schools having two more classes of the same category, class sizes will be based on the average of those classes in the school, rather than by individual classes. The District shall adhere to the Special Education class size caps in section 15.0 of this article.~~
- 2.0 When a Special Education class has exceeded the cap by two or more students, the teacher may notify the Special Education Administrator. Within five (5) workdays of the notification, the District shall immediately remedy the situation, after consultation with the affected teacher, by taking one of the following actions:
- a. Transfer of excess student(s) to another class.
 - b. The opening of an additional class if sufficient students are available.
 - e. ~~The assignment of additional aide(s) to the class.~~
 - d. Compensation for teachers at their daily per pupil hourly rate (hourly rate of pay divided by the class size maximum) for each hour in which the maximum is violated multiplied the number of students beyond the class maximum.
- 2.1 All Special Day Classes shall be limited to no more than 2 consecutive grade levels.
- 3.0 In accordance with California Education Code Section 56195.8 (c), the maximum class caseload for an RSP teacher shall be 28.
- 4.0 IEP Meetings: Except in unusual circumstances, IEP meetings shall be held at the student's local school of attendance.
- 4.1 IEP Rights: Substitute Coverage for both general education and special education teacher, inclusive of RST, for the entirety of the IEP.
- 4.2 IEP Rights: Educators shall be paid at their hourly rate for up to three hours per initial assessment administered beyond their contractual caseload limit.
- 5.0 Special Education Facilities: When locating and utilizing classrooms and facilities for Special Education, the District shall make a reasonable effort to integrate students with disabilities in the general education program.
- 6.0 Special Education Moving Assistance: In case of required change in teaching location and/or room assignment for SDP teachers and RST's, during the school year, the District shall provide reasonable assistance for moving heavy equipment and supplies.
- 7.0 ~~In the event that the administrator deems it necessary to temporarily reassign a paraprofessional from an assigned classroom, the administrator will advise the affected teacher prior to pulling the paraprofessional of an unforeseen emergency impacting another special education instructional program, the administrator will consult the affected teacher at least forty-eight hours (48) twenty-four (24) hours prior to pulling the paraprofessional and before temporarily reassigning a paraprofessional~~

from an assigned classroom. Pulling paraprofessionals from a classroom/program shall be non-recurring in nature and spread evenly among the department or programs.

- 7.1 Special Day Programs shall have a minimum of one (1) baseline paraprofessional at all times during the instructional day without encroachment, with the exception of programs who primarily service students with autism and emotional disturbance who shall have two (2) baseline paraprofessionals at all times.
- 7.2 Baseline paraprofessionals shall not concurrently serve as Behavior Intervention Implementation assistants.
- 8.0 Restructuring of Special Education Delivery Services: The District and UTLA will continue discussions on the goal of restructuring the instructional delivery service model for students with disabilities which shall include the composition of Special Education Classes, materials/resources and training needed to implement such a model. UTLA shall have the option to reopen negotiations on the topic of this restructuring during the term of this successor agreement upon notice from the District to pilot a new instructional delivery model. The District anticipates piloting a new instructional delivery model during the life of this Agreement.
- 9.0 Special Education Trainee/Assistant Interview Process: When special education trainee/assistant positions are to be filled by interview, local schools shall develop their own procedures for special education teacher participation.
- 10.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: At the conclusion of each school year, the teacher (or other bargaining unit member) may request that the same Aide or Teacher Assistant be assigned to the teacher for the following year. A continued assignment of Aides or Teacher Assistants shall be reasonably determined by the local school administrator with the concurrence of the affected teacher. If the affected teacher does not concur in the assignment, the Aide or Teacher Assistant may request a meeting with the site administrator and teacher to discuss the issue. If such a meeting occurs, the school administrator or designee shall then reasonably determine the assignment. The above procedures are (1) applicable only when budget and program design indicate that the Aide/TA position in question is to be ongoing into the next year, and (2) do not guarantee the Aide/TA any particular longevity in assignment.
- 11.0 Special Education Resources Notebook: Special Education Department chairs shall be provided a link to the electronic Special Education resource notebook containing all pertinent Division bulletins.
- 12.0 Increased Special Education Funding: The Parties will work collaboratively to accomplish the purpose of increased funding for special education students.
- 13.0 Workload/Caseload Committee for Health and Human Service and Special Education Itinerant Employees: A Workload/Caseload Taskforce will be comprised of an equal number of members up to five (5) members each appointed by the District and UTLA. The Taskforce will meet quarterly and will discuss, explore options and make recommendations on the following:
- a. Review itinerant caseloads and workloads and make recommendations to make assignments more equitable. The taskforce 253 Article XXII – Special Education 2019-2022 UTLA Contract shall take into account the available resources, effects of increasing/declining enrollment where applicable, needs of special education students and other target student populations and the number of students and sites to receive service.

- b. Impact of direct vs. indirect services for students.
- c. Recommendations and strategies to assist staff in making up lost services hours for students.
- d. Strategies to better integrate/include students with disabilities into the general education program utilizing potentially available site-based resources.
- e. Input for revising the evaluation system to better reflect the standards of the respective professions.

The Task Force members shall not have authority to engage in bargaining, or in agreements or joint reports/recommendations; the party representatives shall instead report back their own advisory opinions and recommendations to their respective bargaining teams.

14.0 Assessment: Upon request, special education teachers shall be given up to three (3) full release days per semester, at no loss of pay, to complete a federally-mandated assessments required by a student's IEP for students in on their class/caseload. Such assessments may include, but are not limited to FBA's, DRDP, WCJ or the Brigance.

14.1 Resource Specialist Teachers with a caseload above twenty-three (23) and Designated Instruction and Service Providers with a caseload within five (5) of their respective caseload maximum as provided in Section 15, shall be compensated up to two (2) hours of pay at their regular hourly rate for any initial assessments beyond five (5) per year.

14.2 The District shall provide special education teachers up-to-date norm-assessment protocols and student record books.

15.0 Special Day Classes Cap Sizes

Type of Special Day Class Class Size

Autism – General Education Curriculum (AUT C) ~~40~~ 8

Autism – Alternate Curriculum (AUT A) ~~8~~ 6

Deaf and Hard of Hearing (DHH) 6 (thru 8 years) 8 (9 years and up)

Visually Impaired (VI) 6 (thru 8 years) 8 (9 years and up)

Preschool for All Learners (PALs) 10

Preschool Collaborative Classroom (PCC)

Early Education Centers 10

Preschool Collaborative Class with ~~Expanded~~ Universal Transitional Kindergarten (EUTK/PCC) 10

Preschool Comprehensive Program (PSC) 8

Emotional Disturbance (ED) 8

Intellectual Disability Moderate (IDM) 12

Intellectual Disability Severe (IDS) 10

Multiple Disabilities (MD) 8

Specific Learning Disability (SLD) 12

Designated Instruction and Services Caseload

Adapted PE 70 40 students

Audiology 80 students

Deaf/Hard of Hearing 35 students

Language/Speech 55 students

Orientation and Mobility 15 students

Visually Impaired 30 students

16.0 Schools with Increased Inclusive Opportunities

- a. Materials and resources provided by the District to schools implementing the initiative shall be based on research, pedagogical theories and best practices for inclusion.
- b. Teachers required by the District to attend professional development related to an expanded inclusion program outside of the contractual workday shall be compensated at their hourly rate.
- c. Release time shall be provided for both general education and special education teachers for IEP team meetings not held during the teacher's conference period during the regular school day.
- d. Class size maximums for general education classrooms participating in Expanded Inclusive Practices shall be consistent with the provisions of the 2022-2025 LAUSD-UTLA Collective Bargaining Agreement, with students with disabilities enrolled in general education classes counted as part of the contractual class size maximum.
- e. The number of Students with IEPs shall not be greater than 25% of the class size maximum.
- f. Classes participating in Expanded Inclusive Practices shall be clearly identified in the matrix prior to a teacher selecting their matrix line.
- g. Special Education Teachers at secondary schools participating in inclusion shall have two preparation periods.
- h. Recognition of new job title, Resource Specialist Teacher-Inclusion (RST-I) for teachers participating in inclusion.
- i. The caseload cap of RST-I shall be 15:1.

16.1 School Site Inclusion Plan

- a. Schools participating in the initiative shall constitute a Site-Based Steering Committee comprised of the school's stakeholders (e.g. general and special education teachers, administrators, parents, etc.) two general education teachers, two special education teachers, one site administrator, and two parents with a special education student(s) at the school, with one teacher and the site administrator serving as co-chairs. The Steering Committee shall meet monthly to discuss matters related to the implementation of inclusion and professional development in accordance with the School Site Inclusion Plan (SPSA). The initial Steering Committee meeting shall occur at a mutually agreeable time. All efforts will be made to have the meeting no later than two (2) weeks after submission of the School Site Inclusion Plan.
- b. Schools wishing to participate in the initiative shall submit a plan to the LAUSD Division of Special Education no later than XX/XX of every year. The plan shall include the following:
- (1) A vision statement
 - (2) A plan for stakeholder meetings – for all staff and parents
 - (3) A description of the instructional program options for inclusion
 - (4) A plan for structural collaboration and planning within the contractual workday for each special education teacher and general education teacher with whom they co-teach
 - (5) The make-up of the site-based steering committee
 - (6) The plan must be shared with the staff
- c. If the above information is already included in a Single Plan for Student Achievement (SPSA), there will be no need to submit an additional plan.
- d. The Site Based Steering Committee has the right to amend the SPSA at any time throughout the year to reflect needed adjustments and necessary steps to implement the plan accordingly. The Site Based Steering Committee shall notify the Division of Special Education of such changes.

16.3 Planning: For special education teachers implementing the initiative, the District shall provide up to one (1) hour per week to each special education teacher and their general education partner with whom they co-teach for planning and collaboration time. The weekly total provided by the District to each special education teacher shall not exceed three (3) hours per week and one (1) hour per week per general education teacher. Options for implementation may include: time embedded in the contractual work day, time paid for at the employee's hourly rate outside of the contractual work day, or substitute coverage.

16.4 Each school implementing the initiative shall have a teacher assigned duties for the initiative and will be provided a differential of \$848 per semester.

16.5 For special education teachers at schools implementing the initiative, the date and time of the formal observation shall be collaboratively set by the special education teacher and the administrator.

16.6 LAUSD Expanded Inclusive Opportunities Task Force

The standing LAUSD Expanded Inclusive Opportunities Task Force shall be reinstated. The taskforce shall be comprised of five members appointed by UTLA members and five members appointed by the District. The Task Force shall meet twice per semester to discuss issues rising from the implementation of the expanded inclusive opportunities for students with disabilities. Topics of discussion shall include:

- a. Alignment of Welligent with the inclusion service model
- b. Professional development for special education and general education teachers
- c. Strategies to facilitate collaboration between special education and general education teachers

The Task Force shall not have the authority to engage in bargaining, create agreements or make joint reports/ recommendations. The party representatives shall report back their own recommendations to their respective bargaining team

17.0 The District will implement a Special Education Educator Recruitment Workgroup comprised of up to five (5) members appointed by the District, and up to five (5) members of the UTLA bargaining unit, appointed by United Teachers Los Angeles. The recruitment and retention workgroup shall meet six (6) times per year – outside of daily' onsite obligations - to provide recommendations. UTLA bargaining unit members of the workgroup shall be compensated for these meetings at their regular hourly rates. Based on workgroup members' availability and District discretion, UTLA bargaining unit members may be included in recruitment events, including those outside of the County of Los Angeles and the State of California.

ARTICLE XXIII

EARLY EDUCATION CENTERS

- 1.0 General: The District and UTLA have agreed to the provisions of this Article in recognition of certain special conditions involved in Early Education Center operations.
- 2.0 Informal Leaves: Employees who desire to apply for informal permissive (unpaid) leaves of absence should refer to Article XII, Section 5.0.
- 3.0 Mileage: Mileage reimbursement shall be paid for miles driven between locations when an Early Education Center teacher is assigned to two locations per day.
- 4.0 Transfers Involving 8-Hour Assignments: See Article XI, Section 10.0.
- 5.0 Additional Hours of Work: a. All known and anticipated 4-hour openings not filled by an employee returning from leave, a displaced employee, or an employee already assigned to the site where the vacancy occurs, shall be posted at all Centers on or before the first day of each month. Four-hour employees who seek additional hours and who have on file a Statement of Availability requesting additional hours, may apply for any posted position by submitting an appropriate application to the Early Education Center Assignment Office within five work days of the posting. The most senior qualified applicant may be appointed to fill the position or selection may be made after interviewing the three most senior qualified applicants. b. Postings of positions shall include: The name and address of the work site, the proposed hours of the assignment (either morning or afternoon), any special skills and/or qualifications required, and a statement as to whether the position will be filled by the most senior qualified applicant or by the interview process.
 - 5.1 In the event no current 4-hour employee applies for a posted opening, the District may, in its discretion, fill the position with a new employee or declare that a compelling circumstance exists and fill the position with a 4-hour employee assigned within the geographic region of the opening whose annual Statement of Availability Form shows a desire to work additional hours. Two refusals of an assignment under compelling circumstances (as provided above) may result in removal of an employee's name from the Availability List for the remainder of the school year.
 - 5.2 Refusal of a substitute teaching assignment by a 4-hour employee, who has on file a Statement of Availability requesting additional hours, shall not prejudice the employee's eligibility for additional 4-hour openings.
- 6.0 Seniority List: The District shall maintain a seniority list for Early Education Centers and shall forward a copy to UTLA by July 1 and January 1 of each year.
- 7.0 Vacation Scheduling: See Article XVII Holidays and Vacation.
- 7.1 ~~Winter break shall be paid at no loss of teacher's accrued vacation time. (AGREE TO DROP 3/02)~~
- 8.0 Late Hours: When teachers are required to remain on site beyond their assigned time due to parents' failure to pick up their children at the close of school, the extra time involved is to be recorded and when accumulated to a total of four hours shall be compensated either by straight-time salary or by released time to be scheduled at times agreed to by the District and the teacher. At the request of the teacher, this released time shall be scheduled in conjunction with vacation time. If the District and the

employee have not agreed on the scheduling of the accrued released time prior to the close of the school year (June 30), the District may either schedule the time or compensate the employee at the regular rate of pay. General hours provisions are set forth in Article IX, Sections 3.2 and 7.1.

- 9.0 Excused Time: Pursuant to past practice, after noon on Christmas Eve and New Year's Eve, Early Education Center will operate on a reduced "minimum crew" basis, with most employees released on a paid "excused time" basis. Those who must remain at work shall subsequently receive compensatory time off equal to the time worked after noon on said days. For this purpose, such compensatory time off shall be taken within two pay periods.
- 10.0 Additional Compensation: An Early Education Center teacher shall receive additional compensation in the following circumstances:
- a. Another regularly assigned teacher is absent; and no substitute is assigned for the absent Early Education Center teacher; and as a result the teacher is assigned children from the absent teacher's class; and the teacher's class size exceeds the state-prescribed adult-to-child ratio; or
 - b. When a minimum or shortened day at the local elementary school causes the Early Education Center teacher's class to exceed the state-prescribed adult-to-child ratio.
 - c. Additional compensation shall not be provided under a or b above when the prescribed ratio is exceeded during transition from one activity to another for periods of up to 20 minutes.
 - d. When compensation is payable pursuant to a or b above, the teacher shall receive one hour's pay for each 24 pupil hours of additional service rendered to students not normally assigned to that teacher. The rate to be paid for such service shall be the teacher's regular hourly rate but not to exceed the maximum rate which would otherwise have been paid to a day-to-day substitute.
 - e. The additional students and time shall be recorded to the nearest (.1) of an hour upon conclusion of each affected work shift and such time accumulated during any given pay period shall be reported to the Payroll Services Branch for payment during the next pay period. Additional compensation representing less than .1 of a full hour of compensation will not be reported to the Payroll Services Branch.
- 11.0 **Participation in Chapter Chair Meetings: On days when UTLA hosts a meeting for chapter chairs, the chapter chair at each EEC upon 5 prior working days notice will be assigned a shift other than the closing shift in order to accommodate the UTLA Chapter Chair's attendance. With less than five prior working days notice, the District shall permit the UTLA Chapter Chair to trade shifts with another willing Early Education Center teacher for that day and inform the site administrator. [AGREED]**
- 12.0 Substitutes: Various substitute assignment procedures and priorities are made applicable to Early Education Centers as indicated in Article XIX. Absent Early Education Center employees must report their absence and/or substitute request directly to their site administrator or designee rather than to the Early Education Center Substitute Assignment Desk.
- 13.0 Early Education Center head teachers shall be permanent teachers if practicable.
- 14.0 **Professional Development: The district shall develop and provide Professional Development suited for Early Educators. [AGREED]**

14.1 District-sponsored trainings and professional development for Early Educators that is voluntary and outside of the regular work hours shall be compensated at the professional development rate. (AGREED)

15.0 All current and future Early Education teachers with a BA and a teaching credential shall be placed on the T Salary Table, effective July 1, 2022.

ARTICLE XXIV

STUDENT DISCIPLINE POSITIVE STUDENT BEHAVIOR INTERVENTION AND SUPPORT, LEGAL SUPPORT AND PROPERTY LOSS (AGREED)

- 1.0 **Codes of Student Conduct:** It is the intention of the parties that teachers and administrators work in a mutually supportive manner to develop and maintain proper student discipline school wide policies encouraging appropriate and positive student behavior. There are three levels or sources of student disciplinary rules: **AGREED)**
- a. In order to improve consistency and accountability in student discipline, the District shall develop and issue (and may revise from time to time) a District-wide Code of Student Conduct. UTLA shall be one of the principal participating stakeholders in that process;
 - b. Local School Leadership Councils shall, pursuant to Article XXVII, Section 2.4, issue local rules of student conduct, supplemental to and consistent with the District-wide Code of Student Conduct; and
 - c. **A teacher shall also have the right to issue and enforce reasonable rules of classroom ~~conduct~~ behavior and expectations applicable to students in the teacher's classes, supplemental to and consistent with the District-wide and local school rules. (AGREED)**
- 1.1 Schools shall annually, at or soon after the start of the school year, post and distribute the District and local school rules of student ~~conduct~~ behavior and expectations to students, parents, teachers and staff. Any later changes to such rules shall also be posted and distributed.
- 1.2 Before a student is transferred by the school from a teacher's class for disciplinary reasons or due to a parental request, the site administrator or designee shall give to the teacher an explanation for the transfer. The teacher may attach a written reply for the record.
- ~~1.3 LAUSD shall immediately dispose of all weapons and ammunition at LASPD and eliminate any budget lines to pay for any types of weapons or ammunition. (UTLA drops this section 1/19/23 3:35PM)~~
- ~~1.4 LAUSD shall end all requirements for the engagement of police except where mandated by federal, state or local law requiring the involvement of police. Funding allocated for vacant positions at LASPD will be reallocated toward the initiatives in section 1.5 below:~~
- ~~1.5 LAUSD shall allocate at least \$77 million in new funding annually for the creation of positive safety initiatives as an alternative to the over-policing of students. These initiatives shall prioritize students, schools and communities most impacted by over-policing and criminalization. They shall include, but not be limited to, safe passage programs, community-based peace building programs, violence prevention programs, mental health and suicide prevention services, and school climate reform initiatives.~~
- 2.0 **Student Suspensions:** In addition to ~~the normal disciplinary measures~~ offering student supports such as counseling, positive behavior modification techniques, parent conferences, conflict mediation support and/or office referrals for school wide positive behavior supports, the teacher may suspend from the teacher's class for that day and the following day for any of the causes ~~set forth below~~ in accordance with California Education Code 48900. However, this is not to suggest that teacher-imposed referrals suspensions from class are to

be the sole primary, or even typical remedy for such offenses. ~~Many of these offenses are likely to result in imposition of more extended administratively imposed suspensions, criminal proceedings and/or expulsions.~~ (AGREED)

California Educational Code 48900

- a. Disruptive behavior
- b. Obscenity, habitual vulgarity, profanity or hate language (e.g., slurs based on race, ethnicity, sexual orientation, gender, religion, etc.);
- c. Causing, attempting or threatening violence or physical injury;
- d. Theft or damage to school property or personal property;
- e. Extortion or robbery;
- f. Possessing, using, offering for sale, furnishing or being under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind;
- g. Possessing, using, offering for sale or furnishing any drug paraphernalia;
- h. Offering for sale or furnishing any substitute substance represented as a controlled substance, alcoholic beverage or intoxicant;
- i. Possessing, using, offering for sale, or furnishing any firearm, or imitation firearm, explosive, knife or other dangerous object;
- j. Falsely reporting a fire or bomb.
- k. Possessing, or using tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- l. Knowingly receiving stolen school property or private property.
- m. Committing or attempting to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a or 289 of the Penal Code or committing a sexual battery as defined in Section 243.4 of the Penal Code; or
- n. Harassing, threatening, or intimidating a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

In addition, if the Student Support and Progress Team (SSPT) has been initiated for the student, the SSPT shall be involved in the intervention and positive behavior support plan based on student need. Such interventions shall be rooted in Tier II and Tier III Intervention Supports and Alternatives to Suspension outlined in LAUSD Bulletin 6231. Interventions may include, but are not limited to:

- a. Highly specialized and individualized alternatives to suspension for students who have been documented as unresponsive to Tier I and/or Tier II

- b. Target social skills instruction
- c. Behavior plans
- d. Alternatives to suspension
- e. Increased academic support
- f. School-based mentors
- g. Classroom management support
- h. Intensive academic support based on the student's level of need
- i. Intensive social skills counseling
- j. Individual behavioral student contract
- k. Develop intensive COST/SSTP goals to address the continued misconduct
- l. Multi-agency collaboration
- m. Community and service learning

The district will provide support personnel to elementary and middle school campuses who need additional personnel and resources to implement the interventions and supports necessary.

- 2.1 Teachers who choose to impose suspensions from their class shall immediately report same to the site administrator and send the student to the office. As soon as possible, the teacher shall ask the parent or guardian of the student to meet with the teacher. During the period of the suspension the student shall not be returned to the teacher's class without the consent of the teacher, or be placed in another regular class. The teacher may require the completion of tests and assignments missed due to the suspension. Apart from or in addition to a teacher-imposed suspension, the teacher may refer a student to the site administrator for consideration of a suspension from school or an expulsion.
- 2.2 Prior to or upon the student's return to the classroom, a copy of the District's documents applicable to the act for which the student was suspended, including corrective action taken, shall be provided to that student's teacher(s).
- 2.3 Prior to the student's return to the school campus from a suspension or previously incarcerated, a re-entry meeting shall be held. All stakeholders shall be notified of the meeting which include student, guardian or parent, school counselors (academic and BSAP if applicable), student 's teachers and all other support staff who participate in supporting the student. The goal of the meeting shall be to review corrective action taken, develop an intervention plan that includes self behavior modification techniques, identify appropriate classroom management and self-management strategies focusing on positive and healthy behaviors that promote wellness for the whole child as well as possible resources for families.
- 3.0 Legal Assistance and Support: If an altercation, disturbance, student discipline situation or similar circumstance results in a lawsuit against an employee for conduct occurring within the course and proper scope of the employee's duties, the District shall, to the extent permitted by law, provide a defense to the employee and indemnify and hold the employee harmless against any resulting civil

liability. The Board of Education may, in its discretion under Government Code Section 825, indemnify the employee against punitive or exemplary damages.

- 3.1 If an employee's person or property is injured or damaged by the willful misconduct of a student while on school property, or while attending or being transported to or from a school-sponsored activity, or in retaliation for conduct of the employee within the course and proper scope of the employee's duties, the employee may, in addition to any independent remedy the employee may have, request the District to pursue legal action against the student and/or the student's parents or guardians pursuant to Education Code Sections 48904 and 48905. After evaluating the circumstances, the District may bring such a legal action to recover damages.
- 4.0 Notification to Teacher Regarding Past Misconduct by Student: Pursuant to Education Code Section 49079, when a teacher is regularly assigned a student who during the previous three years engaged in the misconduct described below (or who the District reasonably believes has so acted), the District shall make a good faith effort to inform the teacher of that misconduct. The student misconduct which gives rise to the above notification includes any misconduct which would constitute grounds for suspension from school or expulsion. Such notification and information shall be based upon the records the District maintains in its ordinary course of business or has received from a law enforcement agency. Any such information shall be received by the teacher in confidence for the limited purpose of alerting the teacher, and shall not be further disseminated by the teacher.
- 5.0 Loss, Destruction, Damage, Theft and Vandalism: Employees shall be reimbursed for lost, damaged, destroyed, stolen or vandalized personal property as provided below. The maximum limit for reimbursement shall be \$1000. Claims which are reported to the employee's personal insurance carrier shall be limited to the insurance deductible, if any, plus any other non-insured loss. In no case shall the District reimbursement exceed \$1000, except that the Board of Education may, upon application (see f. below) and in its discretion, approve a reimbursement in excess of the normal maximum or a reimbursement which does not otherwise qualify under the provisions below.
 - a. The District shall pay the cost of replacing or repairing:
 - (1) An employee's property necessarily worn or carried (such as eyeglasses, hearing aids, dentures, watches or clothing) damaged or stolen in the course of duty without fault of the employee; or
 - (2) The loss (from theft, damage or destruction by vandalism, burglary or arson) of personal property used in the schools or offices, when approval for such use was given by the site administrator before the property was put into use and the value of the property was agreed upon in advance (complete the Property Registration Form); or
 - (3) The loss from damage to, or theft of, an employee's automobile as the result of the malicious act of another and without fault of the employee, while transporting others on authorized school business, or while the vehicle is parked or driven on or adjacent to school grounds, other District premises or the site of authorized District activities; or
 - (4) The damage to an employee's automobile caused by students being transported by the employee on authorized school business.

- b. Items damaged beyond repair or stolen shall be reimbursed at the actual value of such items (subject to the limitations herein) determined as of the time of the loss including normal allowances for depreciation.
 - c. No payment shall be made for any loss having a depreciated value of less than \$10, or for ordinary wear and tear.
 - d. Where a claim for loss involves a vehicle or theft of property a report shall be made to the police and the police department report number included in the claim. If damage is to a vehicle, two estimates of the repair costs shall be provided.
 - e. A request for reimbursement, co-signed by the immediate administrator, shall be filed by the employee with the Insurance Section within 60 calendar days of the loss.
 - f. In the event the employee receives payment from the District pursuant to this section, the District shall have the right of subrogation against those who caused the damage or loss, to the extent of its payment.
 - g. If the Insurance Section denies a claim, an employee seeking review must choose between filing a grievance pursuant to Article V, or processing an appeal to the Board of Education.
- 5.1 Liability for Employees Whose Duties Require Transportation of Students in the Employee's Own Vehicle: The District shall, to the extent permitted by law, assume primary liability and defend, at its expense, any employee who is required or properly authorized to transport students in the employee's personal vehicle where an accident occurs during such transport which leads to actual or threatened civil liability to a student passenger or the family of a student passenger.
- 5.2 In instances where student transportation is not available through routine sources such as parents, District transportation vehicles or emergency vehicles, the site administrator may authorize employees to transport pupils in their personal automobiles. When practical, two adults (one of each sex) shall accompany a student being transported.
- 5.3 Students transported to home shall be released only to the custody of a responsible adult, the person named on the student's emergency card authorized to accept custody of the student, or a person otherwise authorized by the parent/guardian.
- 5.4 The responsibility of the District with regard to reimbursement and liability when students are transported in the personal vehicles of employees is described in Section 4.0 above.
- 5.5 Following the normal procedures, employees using their personal vehicles to transport students shall receive mileage reimbursement as provided in this Agreement (See Article XXIX, Section 8.0).
- 5.6 Student Expulsion: If the principal reasonably determines that an intentional and deliberate assault and/or battery has occurred causing serious physical injury to the employee, or if the assault and/or battery involved a weapon, or is a sexual assault and/or battery, the principal shall recommend the expulsion of the student and the incident is to be reported to the appropriate law enforcement agency. Pursuant to applicable District policy and State and Federal law and actions of the appropriate law enforcement agency, the principal shall:
- a. Recommend the expulsion of the student.

b. Suspend the student and provide for an alternate placement of the student pending expulsion.

Any decision as part of an arbitration in this matter may only result in a determination if the above terms have not been followed and may not affect any student discipline action.

Nothing in this section shall limit, circumvent, or restrict the student's right to participate in the expulsion process as defined by Ed. Code 48918.

ARTICLE XXV

ACADEMIC FREEDOM AND RESPONSIBILITY

- 1.0 Lesson Content: In the investigation, presentation and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material, or discussion:
- a. is appropriate to the age and maturity level of the students;
 - b. is related to and consistent with the prescribed curriculum, course of study, and textbook/materials for the class in question; and
 - c. is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship.
- 1.1 Guest Speakers: Teachers may invite guest speakers to address their classes. They shall request approval by the site administrator as soon as possible or, in unusual circumstances, no later than 48 hours prior to the proposed appearance. The administrator shall as soon as possible, and no later than 24 hours prior to the proposed appearance, approve or disapprove the guest speaker, after considering the following factors:
- a. competency of the proposed speaker to address the proposed subject, including the speaker's experience, training and expertise;
 - b. the educational value of the proposed program or address; and
 - c. whether the proposed presentation, in the context of the teacher's overall instructional program, is consistent with the standards of Academic Freedom and Responsibility contained in Section 1.0 above. If the proposed guest speaker meets all of the criteria of 1.0 and 1.1 except 1.0 c., the proposed presentation may nonetheless be approved if the overall presentation in question adequately presents the opposing points of view (e.g., by providing a balancing advocate speaker, film, etc.).
- 1.2 Appeal Procedure: If lesson content (including instructional materials, publications, videotapes, films, graphics, etc.) or a proposed guest speaker is the subject of a challenge or complaint to the site administrator by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee and the site administrator. If the lesson content or speaker is disapproved or restricted by the site administrator or other District administrator, the reason(s) therefore shall, upon verbal request, promptly be provided to the teacher in writing.
- The teacher shall have the right to appeal any such determination(s) including the right to a hearing before the Local District Superintendent or Designee.
- 1.3 This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file. Nothing herein shall preclude recourse to the grievance procedure for matters which are otherwise grievable under Article X, Evaluation and Discipline.

2.0 Curricula: Teachers shall have the opportunity to approve and give input into the curriculum and pedagogy including the incorporation of SEL.

- a. If the materials were developed by the employee as a project commissioned by the District, or in fulfillment of a specific job assignment, the materials are the exclusive property of the District. (e.g., a course outline developed by a teacher on special assignment for that purpose).
- b. If the materials were developed by the employee in the course of performing regular duties, but were not specifically required or specifically assigned as a part of the job, the materials are to be owned by the employee, but the District shall be deemed a licensee (without fee) for purposes of internal District use only (e.g., classroom teacher, in furtherance of regular planning obligations, develops lesson plans which turn out to have value to other teachers and to the District).
- c. If the materials were developed by the employee independent of regular duties, and on the employee's own time and without use of District resources, the materials are the exclusive property of the employee (e.g., working at home, English teacher with personal interest in computers develops a software package for tracking and computing grades; or teacher writes textbook on own time, drawing upon prior District experience).
- d. Before an employee or the District utilizes any student produced material beyond the purpose for which it was initially submitted by the student, a written consent or waiver in favor of the District and employee must be obtained from the student and parent/guardian. Subsequent use and ownership shall depend upon the nature of the resulting material/publication produced by the employee pursuant to a, b and c above.

3.0 Determination of Grades: The grade to be given to any individual student shall be determined in the good faith professional judgment of the teacher and shall not be changed by the District except in situations of clerical or mechanical mistake, fraud, bad faith, incompetency, or failure to comply with the then-current District grading policies, procedures and criteria adopted in accordance with Education Code Sections 49066 and 49067.* A grade shall not be changed for any of the above reasons unless the responsible teacher has, to the extent practical, (a) been given prior notice and an opportunity to explain, verbally and/or in writing, the reasons for which the grade was given; and (b) been included in discussions relating to the change of grade. Claimed violations of this section are subject to the grievance procedures of Article V.

4.0 LAUSD/UTLA District Assessment Committee: A joint District-UTLA committee shall meet at least five (5) times per year for the 2022-2025 school years. The committee shall be comprised of four (4) members from the District, four (4) members from UTLA, and four (4) parents (two (2) appointed by the District and two (2) appointed by UTLA). These positions should include representatives of elementary, secondary and special student populations. The committee shall be charged with compiling a list of all state and federally mandated assessments including the purpose and rationale, expected length of time to prepare for, administer and review, and the total cost(s) of purchasing and implementing the assessment(s), used for the 2022-2023 school year.

4.1 Standardized assessments that are not state or federally mandated shall not be required by the District starting with the 2023-2024 school year and shall only be utilized at the discretion of each teacher, unless the District first consults with UTLA regarding the utilization of the particular standardized assessment(s) the District intends to require by holding a meeting of the District Assessment Committee at least twenty (20) workdays prior to the standardized assessment(s) being required.

- a. At least one week prior to the consultation meeting, the District shall circulate to the members of the District Assessment Committee a written explanation of the purpose and rationale, expected length of time to prepare for, administer and review, and the total cost(s) of purchasing and implementing the assessment(s).
- b. At the consultation meeting, the District shall act in good faith and consider arguments that the standardized assessment(s) under discussion should not be required.
- c. Schools may opt out of assessments that are not state- or federally-mandated through a vote of the Local School Leadership Council.

5.0 Academic Freedom and Ethnic Studies: Teachers shall be supported and provided with ongoing resources, support and curriculum in order to successfully implement Ethnic Studies and culturally and linguistically responsive pedagogy. Teachers shall be supported and provided with ongoing resources, support professional development opportunities, and curriculum developed and/or reviewed by the LAUSD-UTLA Ethnic Studies Committee to successfully implement Ethnic Studies.

5.1 LAUSD-UTLA Ethnic Studies Committee:

- a. The LAUSD-UTLA Ethnic Studies Committee: The LAUSD-UTLA Ethnic Studies Committee shall be comprised of members of the Division of Instruction, UTLA members, school site and District administrators, community members and Ethnic Studies faculty. Four (4)–Five (5) members of the committee shall be appointed by UTLA. The committee shall function under the direction of the ~~Administrator of High School Instruction~~Division of Instruction, and The district's committee members will include the Coordinator, Ethnic Studies, Humanities, and related Social Studies (not to exceed the number of UTLA teacher appointees)and will meet a minimum of six (6) ~~two (2)~~ times per year. The Ethnic Studies Committee shall have the following responsibilities:
 1. Review data on school's course offerings and course selections in the field of Ethnic Studies. Develop a plan of action for the implementation of the mandated course requirement of Ethnic Studies, including the definition of Ethnic Studies, Student learning outcomes, and a model course syllabi for courses in the fields of Ethnic Studies.
 2. Review and suggest professional development, curriculum and teaching materials purchased by and developed by LAUSD for Ethnic Studies, Multicultural Literature and Cultural Proficiency. Collaborate on the selection or design models or providers of professional development for new and current teachers of all disciplines Ethnic Studies. The professional development shall focus on pedagogical practices, content knowledge and shall be community responsive.
 3. Review any new and existing resources that are provided in support of Ethnic Studies. Collaborate on the development or selection of curriculum and teaching materials to be purchased for Ethnic Studies including ethnic studies/multicultural literature, and culturally and community responsive pedagogy, and on-line programs or supplementary material.
 4. Investigate methods for expanding Ethnic Studies course offerings that may include gender specific courses and sexual identity.

5. Provide regular updates on the progress of Ethnic Studies in LAUSD. Collaborate on the development and design of a joint university/district certificate and UTLA/LAUSD salary point credits for teachers of Ethnic Studies.

ARTICLE XXVII

SHARED DECISION MAKING AND SCHOOL-BASED MANAGEMENT

1.0 General: This Article addresses two critical issues in local school governance: 1) "shared decision making"--which refers to how certain local policy decisions are made at the school site, taking into consideration the respective interests, roles and responsibilities of the site administrator, the faculty, the parents/community, students, and other employees, and 2) "school based management"--which refers to the nature and scope of policy decisions to be made at the local school level as compared to the central District level, in an effort to reform or restructure the operations of the local school.

2.0 Shared Decision Making--Local School Leadership Councils

2.1 Composition: Local school leadership councils shall be established to perform the functions described in Section 2.0. The number of members of each local council shall be determined in accordance with the table set forth below. 50% of the Council shall be comprised of the UTLA Chapter Chair and certificated employees elected by the certificated bargaining unit employees at the site; the other 50% shall be comprised of the principal, elected parent/community representatives, an elected non-certificated employee representative and, at the secondary level, a student representative. On the councils the number of parent/community representatives shall be as follows:

Council Size	Number of Positions
16	5
14	5
12	4
8	2
6	1

Such representatives should be elected specifically to serve on the Council. Within these parent/community positions there is a special guarantee for parents, pursuant to Section 2.9e below. Only parents and community members and non-certificated District employees (including TA's) shall be eligible for election to the positions allocated to parents and community. Certificated District employees are not eligible for election to such positions. In secondary schools, the student leadership class shall either select the student representative to the Council, or may establish the process by which the student representative is determined. All elections of Council members shall be jointly supervised by the principal and UTLA Chapter Chair, and the applicable procedures are set forth in Sections 2.8 and 2.9 below. In the event of any change in the size of a council the basic 50- 50 ratio shall be maintained. The number of members of local school leadership councils (including the principal and UTLA Chapter Chair who shall serve as co-chairs of the Council) shall be as follows:

a. Regular Elementary schools (K-6)

-over 1000 students	14
-1000 students to 500	12
-Less than 500 students	8

b. Regular Junior high/middle schools 16

c. Regular Senior high schools 16

d. Small Schools--are defined as follows, and shall have the size of school leadership council indicated, unless the principal and Chapter Chair jointly determine that a larger or smaller council is appropriate:

Size of School	Size of Council
6 or fewer teachers	6 (3 teacher reps)
7-15 teachers	8 (4 teacher reps)
16-25 teachers	12 (6 teacher reps)

When the Council is limited to 6 positions, the principal, UTLA Chapter Chair and parent/community representative shall determine whether the sixth seat is to go to a student representative or to a representative of the classified employees.

- e. Children Centers--When there are more than 3 teachers at a center, the rules for small schools shall apply. See d above. In determining the size of the center's Council, all teachers working at the center will be counted regardless of the number of hours worked. When there are 3 or less teachers at a center the size of the council will be determined by the site administrator and the Chapter Chair (council cochairs), subject to the 50-50 ratio; in the event the co-chairs cannot reach agreement on the size or composition of the Council, the dispute shall be submitted to the co-chairs of the Central Council for resolution.
- f. Special Education Schools--are to have their own site councils following regular K-12 pattern, but combined secondary-elementary programs are to use the secondary system.
- g. Magnet Schools and Centers--are to follow the above regular K-12 pattern if they do not share the site with another school. When located on the same site as another school, magnet programs are to have available the three options listed below; the option to be chosen is to be determined each year by the principal in charge of the magnet and the magnet's UTLA Chapter Chair, after consultation with the faculty and parents of the affected magnet program.

Option 1: The magnet school will have a separate and independent Local School Leadership Council. In such cases the rules of size and composition shall be as provided in paragraphs a. through d. above. There shall be coordination of common issues and concerns between this Council and the Council serving the other school(s) on the site, and joint meetings conducted with respect to subjects which require a common approach. This Option 1 shall apply unless the principal and Chapter Chair agree that Option 2 or 3 is preferable.

Option 2: Elect a magnet Council pursuant to Option 1 and have it function as a separate council for issues which are unique to the magnet program, such as the local magnet budget. However, that Council would select one elected teacher representative and one elected parent/community representative to become additional permanent members of the host school's Leadership Council, with the intention that issues common to the magnet program and the host school would be determined by the augmented Leadership Council. If a school has more than one magnet and decides to exercise this option, the total size of the school council would be increased by two additional members representing each separate magnet. The magnet representatives to the host school's Leadership Council would also be supported by an alternate delegate from the magnet's Leadership Council.

Option 3: A third option is to have a single-wide council representing both the regular school program and any magnet centers that opt to be a part of the school-wide council. In this case, the size and make-up of the council would be pursuant to paragraphs a through d above, and there would be no separate magnet council and no augmentation

of the size of the regular council. Magnet teachers, parents/community, students and classified personnel would be eligible to participate along with the constituents of the host school. If a school decides to select the third option but did not elect their Council on a school-wide basis, a new election would be conducted.

If a situation involves a common site and also happens to involve the same Chapter Chair serving both programs, the Chapter Chair may serve on both or may designate an alternate to serve on one.

- h. [Itinerant employees--initially may vote proportionately at assigned schools (see Section 2.2 below); future status will be determined in ongoing discussions between District and UTLA.]
- i. Adult Education-- (Includes Occupational Centers, Skill Centers, and Business/Industry Center)--a Leadership Council shall be formed for each administrative unit which shall encompass all locations, branches and offices which report to that school's or center's principal. Council size shall depend upon the school's size as follows:

- Fewer than 500 students	8
- From 500-1000	12
- From 1001-1500	14
- More than 1500	16

For purposes of community voting the election area shall be the high school attendance zone within which the Adult Education school is situated. Occupational Centers, Skill Centers, and Business/Industry Center shall, for purposes of community voter eligibility, be deemed District-wide. In the Adult Education programs, adult students shall be eligible to vote for the community council seats, and a student candidate shall be guaranteed at least one of the community seats on each Council (see Section 2.9e for the mechanics of this guarantee). Because most Adult Education students are adults and parents, the special guarantee for parents (as compared to community--see 2.9 e) is not applicable. However, parents of students concurrently enrolled in the regular K-12 and adult programs, shall also be eligible to vote and serve as community representatives on the Adult Education Council. For purposes of voting by teachers, each teacher employed within the adult school/center shall have one vote, without regard to number of hours assigned. Similarly, students and parents/community shall have one vote each, without regard to number of instructional hours. Adult Education elections of faculty representatives shall be conducted at the annual organizational meeting which is conducted before the Fall term.

- 2.2 Itinerant Personnel in Health and Human Services, ~~Arts Education~~ and Special Education Local District Advisory Committee: ~~The District agrees that the~~ **Each** Local District Superintendent or designee **shall** establish a meeting schedule with representatives of itinerant personnel selected by UTLA in Health and Human Services, ~~Arts Education Branch~~ and Special Education in each local district in order to participate in and make recommendations regarding local district issues and concerns. Meetings should be held a minimum of once every two months.

- a. Itinerant Personnel in Arts Education shall have an advisory committee that is similar to an LSLC at a school site. Each art form shall have one representative in the areas of Visual Arts, Dance, Theater, Media Arts, Instrumental Music and Vocal/General Music. District Personnel shall include the Arts Educational Program Director and Specialists for each of the subject areas. An appropriate proportion of parents shall also be included. This council shall be

established to perform the functions described in section 2.0. Meetings should be held a minimum of once every two months.

- 2.3 Alternates: There shall be two "alternate" Council members elected designated for the categories of teacher, parent/community representative, student, and classified. Administrators and Chapter Chairs shall designate one alternate. In year-round schools, additional alternates may be selected so that there can be a full complement of representatives for each category for any one time. Alternates shall be permitted to attend and participate in any council deliberations, and may vote if their regular representative(s) are absent.
- 2.4 Functions And Responsibilities: The local school leadership councils shall consider all points of view and shall solicit the advice and counsel of parent organizations, other employee groups and all other interested parties. The local councils shall have the following functions and responsibilities:
- a. Participation in shared decision making training. It is recommended that they participate in training prior to beginning their decision-making.
 - b. Determination of the following matters:
 - (1) Staff development program, including approval of any professional development plans made by the Instructional Leadership Team, Professional Development Committee, or equivalent
 - (2) Student discipline guidelines and code of student conduct
 - (3) Schedule of school activities and events, and special schedules (e.g., final exam schedules and schedules designed to accommodate additional preparation time for elementary teachers). For purposes of this paragraph, "schedule" shall include, but not be limited to, a determination by the Council of what activities shall take place. The Council shall not have authority over the scheduling of school activities and events mandated by the Board of Education.
 - (4) Guidelines for use of school equipment, including the copy machine
 - (5) All budgetary matters except for any categorical funds and Title I funding which fall under the purview of School Site Council. The following local budgetary matters:
 - ~~(a) — Instructional Material Account, Object Code 4310 of Program Code 3027 (previously carried under Account 4170); (Object Code 4310 accounts used within Program Code other than 3027 are not included; also, in the event that a Principal transfer funds into account 4310/3027 from a Program Code or Object code outside of the scope of the previous account 4170 per such transferred funds are not included)~~
 - ~~(b) — Lottery Funds, account 5381~~
 - ~~(c) — School Determined Needs, account 3986~~
 - ~~(d) — State Textbook and Related Material, accounts 4111, 4152 and 4267~~
 - ~~(e) — Year Round School Incentive Discretionary Funds~~

~~(f) Student Integration Program Discretionary Funds~~

~~(g) Instructional Material Special Education Schools Account 2544 (for Special Education School Councils only)~~

(6) Process for modifying daily schedule or bell schedule (including obtaining approval of a majority of the staff, per Article IX.9.0)

In making determinations in the matters listed above, the local school leadership council operates within the same set of powers and constraints as previously applied to the principal. However, future additional District restrictions upon local discretion in the above areas may be imposed only by action of the Board of Education. In addition, all determinations shall be consistent with applicable laws, regulations, and collective bargaining agreements. Councils in Alternative Schools shall have the scope of their decision-making determined by the Board policy applicable to their special programs rather than being limited to the above five subject matters. The focus of local council activity shall be upon establishment of local policy and planning direction rather than day-to-day administration or execution of policy and plans. The local council shall not be obliged to act in the designated areas, and may delegate its authority to existing school committees if it believes they are functioning satisfactorily.

- c. These local school leadership councils are expected (but not required--see above) to supplant the previous local school planning committees dealing with lottery funds, student discipline, staff development or any other matters listed in b. above; however, the new council shall not supplant other existing councils and committees which operate in subject matters beyond those listed in b. above (e.g. School Advisory Councils) or which have an independent statutory basis (e.g., Chapter I Councils, Bilingual Advisory Councils, or S.I.P. Councils).
- d. The site administrator shall maintain an up-to-date file containing all District memoranda, directives and bulletins governing Local School Leadership Council activities and make it available to the Chapter Chair upon request.

2.5 Decisions: The attainment of consensus whenever possible shall be a primary goal. Both parties recognize that decisions made by consensus are the most effective in promoting cooperation and commitment to the policies which are established by the local Council. Only if consensus cannot be reached shall decisions on the matters set forth in Section 2.4b be made by majority vote. In order to be resolved by vote at the meeting in the event consensus fails, the meeting agenda (see Section 2.6 below) must have identified the proposed action with sufficient particularity that the Council members could have, prior to the meeting, meaningfully consulted with all interested parties with respect to the specific action under consideration, as provided in Section 2.4 above. The vote required shall be a majority of those committee members present at the meeting. With respect to procedures governing voting matters, Robert's Rules of Order shall be applicable to issues not addressed herein. The site administrator shall ensure that all policy decisions of the Local School Leadership Council are reduced to writing and communicated to all staff and school community.

2.6 Agenda: An agenda shall be prepared by the co-chairs of the Council and distributed at least five working days prior to each council meeting. Agenda items and supporting documents may be submitted by any committee member, at least 24 hours prior to preparation of the agenda.

- 2.7 Meetings: Members of the local councils could expect to attend the equivalent of two one-hour meetings per month. Alternate meetings will be scheduled for the convenience of the parent and community representatives.
- a. At the secondary level, the local school shall, insofar as practical, schedule teacher members of the local Council so as to provide a common preparation period. Alternate meetings shall be scheduled during such period. Paid class coverage, if available, will be provided on meeting days for any teacher members having teaching duties during such period.
 - b. At the elementary level, at least one of the monthly meetings may be scheduled during the 30-minute duty-free period.
 - c. Meetings of Leadership Councils in Adult Education and Children Centers shall be scheduled at a mutually convenient time, and if there is no time mutually convenient to the Council members then the meetings shall be held at alternating times to meet the convenience of the teacher and community representatives.
 - d. All meetings of the local councils shall be exempt from the faculty meeting limitations of Article IX, Section 4.2

2.8 Election Procedures for Employee Representatives:

- a. Secret ballot elections shall be conducted for the certificated and non-certificated employee seats, following similar procedures. (1) Faculty representatives on the council are to be elected on an "at large" basis by the regular contract certificated employees assigned to the site with itinerant employees voting on a proportional basis corresponding to the number of days per week served at the site. (2) Non-certificated representatives shall be elected on an "at large" basis, with all non-certificated employees (including TA's) regularly assigned to the site having an equal vote.
- b. The nomination process shall be open to all eligible voters assigned to the site. Nominations shall be either submitted by the nominee or with the written consent of the nominee.
- c. Election notices shall be posted and distributed among the employees at the site, and mailed to the homes of off-track employees.
- d. Elections for each year's term of office shall be as follows: Secondary teachers' elections are to be in May before the secondary master schedule is established; elementary teacher elections are to be in late spring after assignments for the next year have been tentatively set. The non-certificated employee elections are to be no later than the first school month of the school year (July/August for Year-round, September/October for Traditional). Any elections for alternates and/or replacements (including teachers) are also to occur during the first month of the school year. However, schools which wish to conduct elections on Back-to-School night may delay the elections until that date. The term of office for Council members is to be October 15 to October 14 in traditional calendar schools, and August 1 to July 31 in year-round calendar schools. Subject to the approval of the existing Local School Leadership Councils, elections of secondary, elementary, non-certificated employees, and parent/community representatives for each year's term of office at single track common calendar 90/30 schools shall be conducted before September 23. Any elections for alternates and/or replacements (including teachers) are also to occur before September 23. Multitrack year-round schools' elections must be held and finalized prior to July 31. See Section 2.1 for special rules affecting Adult Education elections.

- e. Local schools may lengthen the terms of membership (from one year to two years) on Local School Leadership Council, subject to the following procedures:
 - (1) Such a decision could be made only upon affirmative recommendation of the School Leadership Council and approval of the Principal and the UTLA Chapter Chairperson.
 - (2) In order to achieve staggered terms, a plan may include a phase-in period whereby some positions are initially one year and others are two-years.
 - (3) Procedures for implementation must be reduced to writing and published prior to any new elections, and a copy retained for public information in the school office.
 - (4) Any elected members must be able to complete their full term of office.
 - (5) Schools must at all times comply with the guarantees of the minimum number of parents as per Section 2.9e, below.

2.9 Election Procedures for Parent/Community Representatives:

- a. Voter Eligibility for parent/community elections shall be based upon any one of the following criteria:
 - (1) Parents of a pupil attending the school, including natural or adoptive parent, legal guardian, or other person having primary responsibility for the support and welfare of the pupil;
 - (2) Adult residents of the school's attendance area;
 - (3) Adults whose primary place of employment is within the school's attendance area (this includes non certificated employees of the District);
 - (4) For schools which do not have a designated attendance area (e.g., magnet programs), their election area shall be the high school attendance area within which the magnet is situated;
 - (5) When pupils are transported to the school from another attendance area (e.g., PWT or CAP receiving) the election area for categories 2, 3 and 4 above shall be expanded to include those from the sending school area;
 - (6) Certificated personnel employed by the District are ~~not~~ eligible to vote at one school per academic year ~~except~~ when they qualify as a parent under category 1 above;
- b. Nominations: Are to be submitted in writing two working days prior to the election, or may be submitted from the floor at the election meeting. Nominations shall be either submitted by the nominee or with the written consent of the nominee. Nominees are not subject to any residency or employment requirement, but in order to qualify for the minimum guarantee for parents as provided below, they must meet the definition of parent as provided above. Certificated employees of the District are not eligible for nomination.
- c. Election Notices: Shall be sent home with students, and submitted to local newspapers serving the areas affected. The notices are to be mailed to the homes of off-track students.
- d. Sign-in: At the election meeting there shall be a sign-in procedure, where each voter shall disclose appropriate information indicating eligibility and status (parent or community).

- e. Ballot Procedure: The parent/community representatives are to be elected, during the first month of the school year (July/August for Year-round, September/October for Traditional) by secret ballot among all attending eligible voters. All ballots are to be submitted in sealed secret ballot envelopes, and enclosed within another envelope on which the voter will print his or her name and address. The ballots shall be collected and placed in the large envelope provided for this purpose. This envelope shall be sealed and the principal and Chapter Chair shall sign their names over the seal. The ballots shall then be secured in a safe place for five working days before being counted. The five day period is intended to permit any voter eligibility issues to be raised and resolved prior to the vote count. For this purpose the voter sign-in sheets shall be subject to review by any interested person. The vote count shall occur at the time announced at the election meeting, and shall occur in the presence of any interested persons who wish to attend. Prior to the vote count the sealed secret ballot envelope shall be separated from the envelope which carries the voter's name and address, and inter-mingled with the other secret ballot envelopes. Then, the ballots shall be removed from the secret ballot envelopes and counted. The nominees who received the greatest number of votes are to be declared elected, with the two who receive the next greatest number of votes elected as alternates, except that in no event shall there be fewer parents* than the following (depending upon size of the Council):

3 out of the 5 parent/community positions

2 out of the 4 parent/community positions

1 out of the 2 parent/community positions

1 out of the 2 alternate parent/community positions

- f. Disputes: The Principal and Chapter Chair shall determine any disputed eligibility issues using the above criteria, and shall also be primarily responsible for resolving any disputes relating to election procedures. If they are not able to resolve a dispute acceptable to the involved parents/community, the dispute shall be referred to the cochairpersons of the central council for final determination. Said cochairpersons may delegate this authority. Disputes relating to this Section 2.9 are not subject to the grievance procedures of the LAUSD/Agreement.

~~3.0 School-Based Management~~

~~3.1 UTLA and the District shall each designate one person to The Director of Pilot School Support and the Autonomous Schools Coach shall work collaboratively to oversee the implementation of the functions described below:~~

- ~~a. Study of shared decision making (SDM) and site based management (SBM), and other reform programs~~
- ~~b. Development of SDM and SBM training programs and other mutually agreed upon programs:~~
- ~~c. Development of SBM program guidelines, recognizing the need to reconcile the concepts of local autonomy, self-determination and local diversity with the potentially conflicting concepts of accountability, standards and coordination.~~
- ~~d. Information sharing.~~

~~3.2 A local school decision to embark upon the development of a SBM plan requires a two-thirds vote of the certificated bargaining unit employees at the site, and concurrence of the principal followed by immediate involvement and full participation of parent and community representatives. Also, before the~~

eventual local proposal for a SBM plan can be submitted for review/preliminary approval, it must have the formal approval of each of the three: certificated bargaining unit employees at the site, the principal, and the parents/community. Also, any such SBM proposal must contain statements of accountability and anticipated positive impact upon student achievement. All SBM plan approvals are to be conditional, and of a specific duration so as to permit future monitoring, review and revision. Other SBM requirements:

- a. ~~Each SBM school shall continue to comply with all laws, contracts and District policies and directives, except to the extent that any proposed variations have been specifically identified in the Plan and any appropriate local option waivers have been obtained. There are no implied waivers. For example, a waiver permitting a new local school employee selection process does not waive the laws and policies governing non-discrimination and affirmative action. Similarly, a waiver permitting a change in name of a school's leadership council changes the name but does not change that council's authority unless so specified in the Plan.~~
 - (1) ~~A waiver request approved at an SBM school according to applicable District guidelines and policies, including approval of the site principal, that is subsequently denied by the Local District Superintendent or designee may be reviewed/appealed according to this section.~~
 - (2) ~~The review/appeal shall be directly to the General Superintendent and the UTLA President or their designees. These two individuals shall select a third person.~~
 - (3) ~~The decision of this group shall be final and binding on all parties.~~
- b. ~~All local options/waivers are subject to review annually. Any substantive changes to an approved Plan must be adopted in compliance with the School-Based Management Guidelines dated April 30, 1990.~~
- e. ~~The School's SBM Plan shall not be interpreted or applied so as to impose any additional costs or funding obligations upon the District.~~
- d. ~~Approval of a school's proposed SBM Plan is not to be regarded as precedent for other schools or for Plan renewal at the applicant school.~~
- e. ~~Peer evaluation is subject to Article X. Any applicable State waivers and other provisions may be jointly determined by UTLA and the District. Before any peer evaluation may be implemented, teachers serving as evaluators must have completed the prescribed hours of training, unless State waivers have been requested and approved. Service as evaluator must be voluntary, and if it is paid, the school's proposal must specify the source of funds to be used for payment. District forms currently in use must be utilized. The school's peer evaluation plan must be reduced to writing and submitted to the union and the District for review prior to implementation.~~
- f. ~~All employees new to the site and all prospective employees being considered for positions at the site are to be provided a written copy of the approved School-Based Management Plan including all related waivers. It is the responsibility of the site council to assure that all site employees are aware of the Plan and related waivers.~~
- g. ~~Monitoring of SDM at the local sites.~~

h. ~~Monitoring of SBM at the local sites.~~

~~3.4 Conflicts with Board Policy, the Collective Bargaining agreement or Conflicts with applicable Law and Regulations in LEARN Schools. It is recognized that SBM is an innovative process and that proposals may be considered which conflict with current Board of Education policy and/or current collective bargaining and/or applicable law and/or regulation agreements. In the event there is a conflict between Board Policy and/or a collective bargaining agreement and a SBM proposal, the District and UTLA shall each consider at their discretion whether a waiver or a change in the conflicting policy or agreement is appropriate. Any decision of a SBM school which is in conflict with any state or local law or regulation shall be null and void, unless, with the agreement of the District and UTLA, a waiver or exemption has been obtained. (AGREE to omit pending agreement on Sections 2.2 – 2.7 of this article)~~

3.0 AUTONOMOUS SCHOOLS: The Parties agree to continue to honor Pilot, ESBMM and LIS plans that have been approved through the RFP process. The District shall establish an Autonomous Schools Task Force with an equal number of LAUSD- and UTLA-appointed members. The Task Force shall collaborate in determining a plan to support Pilot, ESBMM and LIS schools. The position of Autonomous Schools Coach shall remain a full-time, District-funded E-Basis UTLA bargaining unit member. The Autonomous Schools Coach shall be an automatic member of the Autonomous Schools Task Force. All Autonomous Schools shall be protected from reconstitution, new charter co-location and renewed charter co-location, unless prohibited by law.

ARTICLE XXIX

CHARTER CO-LOCATION

In addition to creating a working group led by the chapter chair or designee, LAUSD and UTLA agree to the following new Article relating to co-location issues:

- 1.0 When any charter school visit is conducted at a school for the purpose of examining the campus configuration for co-location, sometimes referred to as a “walk through,” the site administrator ~~will~~shall invite the UTLA chapter chair to participate.
- 2.0 By December 1st and February 1st of each school year, the District will provide UTLA with any completed “Proposition 39 Facilities Request” forms.
- 3.0 At each school with a co-located charter school, UTLA shall have the right to designate, pursuant to its procedures, one employee to serve as the co-location coordinator. Annually, UTLA shall provide to each site administrator the name of the UTLA co-location coordinator. A UTLA co-location coordinator shall be invited and allowed to participate in all co-location related trainings provided to co-location administrators.
- 4.0 The UTLA co-location coordinator shall be invited to all meetings relating to the development of campus Shared Use Agreement for schools identified for co-location for the following year. Upon completion or amendment of Shared Use Agreement, the site administrator will provide the colocation coordinator with a copy.
- 5.0 At any school that is identified for co-location for the following year, the school’s Safety Committee – which shall include the UTLA colocation coordinator – shall review school issues related to co-location, including:
 - (1) Ensuring that appropriate space for implementation of essential school programs.
 - (2) Providing input with respect to the Shared Use Agreement.
 - (3) Addressing concerns regarding the implementation of the Shared Use Agreement.
 - (4) Providing input to the Local School Leadership Council for decisions related to co-location.
- 6.0 OVER-ALLOCATION: At all co-located sites, rooms and space not utilized by the charter school for core subject classrooms shall be returned to the home school by LAUSD Norm Day. Space returned to the District school will not be accessible to the charter school. Additionally, the percentage of usage will be adjusted accordingly.
- 7.0 ALTERNATE AGREEMENTS: The District shall provide monthly reports of all alternate agreements. All alternate agreements must be approved by the Board of Education and a copy of each alternative agreement shall be provided to the UTLA President via email no later than five (5) days after approval.
- 8.0 COMMUNITY SCHOOLS: Any school that is designated a Community School transformation school shall be protected from reconstitution, new charter co-location, or renewed charter co-location. Additionally, the District shall re-locate any co-located charter on a school campus granted community school status through the District’s Community School Initiative.

- 9.0 RENEWALS: All charter co-location leases shall be on a year-to-year basis and shall be based on meeting the established vision and needs of the community being served.
- 10.0 PARENT OUTREACH: No later than January 15 of each academic year, the District shall notify all parents at affected schools in writing that their school is threatened by being considered for co-location the following school year. The district shall provide requested resources to the affected school(s) in order to provide additional parent outreach.
- 11.0 In order to ensure that every incoming student has the opportunity to attend their public school of residence, charter schools must annually cede unused or underutilized classrooms to accommodate the additional students and staff at the District school.

ARTICLE XXXI

WORKING AND LEARNING CONDITIONS

Items relating to Special Education have been moved to Article XXII Special Education. Please see below for specific corresponding Sections.

- 1.0 Counseling Services: All employees who perform educational services as defined in Education Code Section 49600 must hold a valid Pupil Personnel Services (PPS) credential. Unless mutually agreed to by the parties, the District shall not allow non-PPS credentialed employees (e.g. "advisors") to perform counseling duties. However, employees performing educational counseling services as of January 1, 1987 shall be permitted to continue with such services if so assigned, but shall be limited to one or two periods of counseling duties, if they have not yet obtained a PPS credential. Also, Education Code Section 49600 permits employees who do not possess the above credential to perform certain advisory services, but only if supervised by a credentialed educational counselor in an organized Board-approved advisory program. Any advisory program to be implemented by the District must be agreed upon by both UTLA and the District.
- 2.0 Workspace: Each itinerant bargaining unit member shall be assigned an appropriate workspace at school sites to meet the requirements of the assignment, including but not limited to room and restroom keys, a workstation, access to copiers, updated computers or a laptop along with internet access, secure storage space and necessary assessment materials. For Counselors, PSAs, PSWs and School Psychologists, this workspace shall be private and confidential when necessitated by the nature of the work. The site administrator shall identify and assign a workspace for the semester for each itinerant employee and publish that location in a manner accessible to all employees. If a workspace becomes unavailable during the semester, the itinerant employee shall be notified in writing no less than 24 hours in advance except in unforeseen circumstances, and be provided an alternative workspace. If a concern arises over itinerant assigned space, the Chapter Chair, impacted itinerant bargaining unit member, and Principal shall meet to determine a solution. If there is no agreement a recommendation will be brought to the LSLC for adoption. The District shall also provide an appeal process at the local district level to resolve any on-going disputes.
- ~~3.0 [Reserved]~~
- ~~4.0 Special Education Facilities: Moved to Article XXII, Section 5.0~~
- ~~5.0 Special Education Moving Assistance: Moved to Article XXII, Section 6.0~~
- ~~6.0 IEP Meetings: Moved to Article XXII, Section 4.0~~
- ~~6.1 Special Education Trainee/Assistant Interview Process: Moved to Article XXII, Section 9.0~~
- ~~7.0 Special Education Resources Notebook: Moved to Article XXII, Section 11.0~~
- ~~8.0 Continued Assignment of Aides and Teacher Assistants to a Teacher: Moved to Article XXII, Section 10.0~~
- 9.0 Access to School Facilities: Employees shall have equal access to all telephones, restrooms, lounges and lunch areas with the understanding that such access rights must be exercised in a reasonable

manner. Employees shall also have equal access to on-site parking spaces, including access to any keys/keycards needed for parking, except that parking spaces are to be reserved as follows:

- a. For identified handicapped staff members and for handicapped visitors as provided by law.
- b. For the school nurse, near the school entrance.
- c. No more than two spaces in elementary, three spaces in secondary, and three spaces in adult schools shall be reserved for staff having official school business requiring individuals to leave the school premises and return during school hours on a specific day.

9.1 Cleaning and Daily Disinfecting of School Facilities - The District shall ensure all classrooms, restrooms, and workspaces are cleaned daily. Certificated bargaining unit members shall not be expected to provide these services. The District will provide appropriately safe, clean, and sanitary work and/learning spaces, including but not limited to the daily throwing out of trash, daily sweeping, daily vacuuming of rugs, and monthly mopping of floors.

10.0 The parties agree to the creation of a joint UTLA/LAUSD task force with four (4) UTLA appointees and four (4) District appointees to improve District IT systems. This task force shall meet no less than three (3) times per school year and shall study and make recommendations on the following issues:

- a. Improving features in Schoology to more conveniently facilitate communication between families and educators.
- b. Improving the interface between Schoology and MiSiS (or equivalent) to streamline grading, attendance, and communication logs.
- c. Creating/modifying Independent Study compliance documentation to be more user-friendly and efficient, particularly regarding Records of Assignments and monthly attendance certification.
- d. Exploring online learning platforms and interfacing these platforms with Schoology.
- e. Potential technology needs and efficiencies for educators, students, and parents outside of UTK-12.

~~11.0 The District shall make a one-time investment in the Arts for the 2022-23 school year as follows:~~

~~a. \$300 per enrolled music student, to be used at the discretion of the credentialed music teacher(s) at each site, including itinerant music teachers, for any of the following: additional/replacement instruments, sheet music, music/instrument storage, music cases, and music/instrument accessories~~

~~b. \$5000 allotment to each visual arts, dance and theater teacher, including itinerant arts teachers, to be used at the teacher's discretion for class materials (AGREE TO DROP 3/02)~~

12.0 The District shall commit to providing all students access to up-to-date, culturally relevant library collections. All school libraries shall receive an annual allotment of \$25 per student to be used at the Teacher Librarian's discretion for the purchase of new and replacement books, periodicals and technology.

- 13.0 The District shall advocate and support local, state and federal initiatives for free and low cost child care and caregiving programs for working families.
- a. The District will advocate for paid parental leave and other policies that support working families.
 - b. The District will support Calif SB 976 that provides a free, inclusive Universal Preschool Program available to all 3-4 year olds.
- 14.0 The District shall increase healthy food options for students and families that address food insecurity, nutrition, culture, and sustainable food sources, consistent with the LAUSD 2022 Strategic Plan.
- 15.0 The District shall expand green spaces and shaded play areas at schools by following through on prior commitments, including the following:
- a. Recommit to the goals of the 2019 “Green Spaces” Pilot Program MOU signed by UTLA and the District, the 2020 Green Spaces Task Force Report, and the 2021 “Creating New School Gardens and Campus and Community-Shared Green Space To Provide Outdoor Learning Opportunities and Create Sustainable and Healthy Environments” (Res 042-19/20) Resolution.
 - b. LAUSD shall establish an Implementation Taskforce comprised of an equal number of district and UTLA appointees to ensure that schools with the greatest need are provided green space alternatives.
 1. LAUSD shall reduce pavement at 10 additional schools per year (beyond current already existing district commitments and using an equity index) each year through 2040.
 2. LAUSD shall install retrofits for stormwater capture and reuse for landscape watering at 10 additional schools per year (beyond current already existing district commitments and using an equity index) each year through 2040.
 - c. Ensure the development of 30 Community School Parks by December 31, 2023, consistent with the Green Spaces Task Force Report (Feb. 2020) available to the surrounding community after school and on weekends.
 - d. Adopt similar standards to those presented in the 2021 CA Collaborative for High Performance School guide for all schoolyards in the district, including that at least 50% of schoolyard hard-surfaces are green with new construction efforts and that at least 30% of existing schoolyard hard-surfaces are green with modernization efforts.
 - e. Identify and allocate \$50 million in the 2023 LAUSD budget for projects to create outdoor learning spaces and other landscaping and greening upgrades, consistent with the LAUSD 2022 Strategic Plan.
- 16.0 The District shall establish school-based supports for unhoused youth and student families facing eviction or other housing emergencies by providing access to restrooms, showers and laundry services after school hours. The District shall make school space available to non-profit organizations providing tenant rights clinics, counseling services and housing assistance, waiving any fee for use of school space after hours.

17.0 The District shall identify vacant and unused LAUSD land parcels that can be used for the development of affordable housing for low-income students and families. In order to empower impacted communities, the District shall establish a Community Housing Task Force comprised of four (4) UTLA appointees four (4) LAUSD appointees, which shall be empowered to oversee all aspects of housing initiatives.

- a. Within 6 months of this agreement, LAUSD will identify and formally approve at least 10 vacant and unused LAUSD land parcels to convert to affordable housing and report to the Board of Education on implementation plans.
- b. The 10 vacant lots will include at least one per school board district, with additional parcels in the district identified based on where the greatest rates of unhoused students are.

17.1 The District shall actively advocate to secure enough Section 8 vouchers from LA County and the LA Housing Authority to meet the housing needs of the families of all 21,000 unhoused LAUSD students. A portion of these vouchers shall be designated for project-based Section 8 tied to the development of LAUSD properties.

17.2 The LAUSD Board of Education shall pass a resolution calling on other government entities to work with LAUSD on addressing important housing issues. This resolution shall:

- a. Call on the state legislature to end discrimination against Section 8 voucher holders and to repeal the state Costa Hawkins Rental Housing Act and the Ellis Act, both of which are limiting the effectiveness of any local rent control laws.
- a. Call for the expansion of rent control to cities and unincorporated areas of Los Angeles County and the expansion of Just Cause Eviction beyond rent controlled units in LA and to more cities and the unincorporated areas throughout LA County.
- b. Call for City and County Attorneys to effectively enforce the Tenant Protection and Anti-Harassment Ordinance and for the enactment of such an ordinance in other incorporated municipalities contained within LAUSD.
- c. Commit that LAUSD actively lobby and advocate for these policies.

COMMUNITY SCHOOLS AND BLACK STUDENT ACHIEVEMENT PLAN SCHOOLS

(NEW ARTICLE)

The LAUSD Community Schools Initiative and Black Student Achievement Plan (BSAP) schools shall be the models for equitable school transformation in LAUSD, as they are proven models for racial justice and quality education.

COMMUNITY SCHOOLS

- 1.0 A Community Schools Steering Committee (CSSC) shall be maintained to support implementation, expansion, and maintenance of the Community Schools program. The CSSC shall be composed of sixteen (16) members, with eight (8) appointed by UTLA and eight (8) appointed by the District, and shall be co-chaired by one appointee from each entity. Each entity may also appoint two (2) alternates to the CSSC. The CSSC will receive collaborative support from the Community Schools Initiative Director, the LAUSD and UTLA Lead Coaches, and from UNITE-LA.
- 2.0 Each Community School shall have a centrally District-funded, site-based, full-time Community School Coordinator.
 - a. The Community School Coordinator position shall be part of the bargaining unit represented by United Teachers Los Angeles.
 - b. Community School Coordinators shall work on B Basis and be allowed the flexibility to work off-campus during their workday to meet with families and community partners.
 - c. Community School Coordinators shall have their own regularly assigned work space to do their jobs, which may often require meetings with parents, students, educators, community partners, planning groups, counseling groups, etc.
 - d. Community School Coordinators shall have return rights to their previous assignment and worksite.
- 3.0 The District shall establish and maintain a District-wide LAUSD Community Schools Coach position to support local Community School coaches. The LAUSD Community Schools Coach position shall be part of the bargaining unit represented by United Teachers Los Angeles and be selected by a joint committee equally comprised of LAUSD and UTLA appointed members. The LAUSD Community Schools Coach position shall work on A Basis.
- 4.0 The District shall establish and maintain a local Community Schools Coach position to support individual Community Schools. The local Community Schools Coach position shall be part of the bargaining unit represented by United Teachers Los Angeles. Each Community School shall be provided with coaching for their Community School Coordinator and site-based leadership teams by a local Community Schools Coach. Local Community School coaches shall be assigned no more than five (5) Community Schools for coaching.
- 5.0 In addition to the functions and responsibilities listed in Article XXVII, Section 2.4, the LSLC at each Community School shall have decision making purview over the following matters:
 - a. All site-based professional development.

- b. School-based implementation of initiatives or programs mandated by the local, state, or federal government, including but not limited to Breakfast in the Classroom and periodic assessments.
- c. Course electives and program options (e.g. Visual and Performing Arts, Ethnic Studies and double periods for specific subjects).
- d. All school based budgetary matters except for any categorical funds and Title I funding which fall under the purview of School Site Council.

6.0 All bargaining unit members at each Community School shall be provided with training on best practices for the Community Schools transformation process. The principal and Community Schools Coordinator shall develop the training collaboratively, with a focus on the following pillars:

- a. Providing integrated student supports, including restorative practices.
- b. Providing expanded and enriched learning opportunities for students based in culturally response community connected curriculum.
- c. Ensuring active family, youth, and community engagement.
- d. Developing collaborative leadership and practices based on shared decision making.

7.0 The Community Schools model will be expanded in accordance with the following:

- a. The Community Schools Steering Committee (CSSC) shall work to expand the number of Community Schools in the District and the CSSC shall determine a process by which schools apply to begin the Community Schools Transformational Process.
- b. Schools selected by the state for State Community School Implementation funding shall participate in the Community Schools Transformational Process during the 2023-2024 school year.
- c. All schools selected to participate in the Community Schools Transformational Process shall receive a \$150,000 allocation from LAUSD for their first year of implementation.
- d. Effective July 1, 2023, Community Schools shall receive an annual allocation of \$300,000. This allocation shall be provided annually to every Community School after their implementation year (see 9.0.b above).

8.0 No school designated a Community School shall be subjected to reconstitution, closure, new charter co-location, or renewal of a charter co-location.

BLACK STUDENT ACHIEVEMENT PLAN (BSAP)

9.0 Black Student Achievement Plan Schools: The Black Student Achievement Plan (BSAP) was approved by the LAUSD Board of Education in February of the 2020-21 school year. Funding allocations have been earmarked to address the longstanding systemic disparities and failures in educational opportunities and outcomes between Black students and their non-Black peers. The BSAP addresses the need for culturally responsive curriculum and instruction as the classroom norm, fosters partnerships with community based organizations with proven track records of success within the Black

community and provides increased staffing support to address the academic and social-emotional needs of Black students.

10.0 Expansion of BSAP Programming within Tier 1 BSAP schools.

a. Beginning with the 2022-2023 school year, and sustained each year after, every Tier 1 BSAP school shall receive an additional annual allocation of \$250,000 to be invested in resources selected by the school from the following menu:

1. College counselors
2. Career counselors
3. Drug and alcohol counselors
4. Peer counseling programs
5. Safe passage programs
6. BSAP meetings for students, parents, and/or community
7. BSAP field trips
8. Full time qualified teachers for visual and performing arts
9. High-quality training for staff in restorative practices for schools, including additional training for restorative justice coaches and school climate coaches
10. Sports programs
11. Mental Health and Wellness Programs
12. Culturally Responsive Curriculum
13. Materials or equipment that support any of the above-mentioned items

b. Beginning with the 2023-2024 school year, and sustained each year after, LAUSD shall allocate this same level of resources, along with the same menu of options, to all BSAP Tier 2 schools. every Tier 2 BSAP school shall receive an annual allocation of \$250,000 to be invested in resources selected by the school from the list of options above (10.0.a).

11.0 Decisions regarding the District-wide implementation, expansion and maintenance of the Black Student Achievement Plan program shall be made by the BSAP Steering Committee (BSAPSC).

a. The BSAPSC shall be composed of fifteen (15) members, with three (3) appointed by the District, three (3) appointed by UTLA, and nine (9) appointed by three (3) community organizations (3 for each organization).

· The three community organizations serving as appointers shall have been named by the district in the original 2020 Board action language and shall be determined collaboratively by the current BSAP Steering Committee. The three community organizations shall have demonstrated deep involvement in the BSAP program.

· Steering committee members will commit to serve a one-year term starting July 1, 2023, though members can serve more than one year if a party re-appoints them.

· The appointment/re-appointment date shall be June 1 of each year, starting June 1, 2023.

b. The 15 member BSAPSC shall be co-chaired by one appointee from the District and one appointee from UTLA. The co-chairs, with the support of staff, shall set the schedule of meetings, agendas, etc.

c. In decision-making, the BSAPSC will make every effort to strive for consensus. In cases where that is not possible, decisions will be made by majority vote of the fifteen (15) voting members.

12.0 Each BSAP school shall have a “BSAP Team,” consisting of one (1) Pupil Services and Attendance Counselor (PSA), one (1) Psychiatric Social Worker (PSW), one (1) Academic Counselor and one (1) Restorative Justice Teacher. These positions are funded through centrally-allocated District BSAP funds and are provided to all BSAP schools in addition to the positions outlined in Article XVIII.

12.1 Members of the BSAP Team shall be on B-basis in order to receive and deliver training prior to the start of each instructional year.

12.2 BSAP Team members working for a minimum of three (3) years at a BSAP school shall receive a \$5,000 retention stipend. The \$5,000 stipend would be split into the following three payments:

a. \$2,000 upon completion of the 2022-23 School Year

b. \$2,000 upon completion of the 2023-2024 School Year

c. \$1,000 upon completion of the 2024-25 School Year

Support for Immigrant Students and their Families

13.0 Every Community of Schools shall fund one immigrant clinic annually. The COS shall seek input from the schools and be accountable to meeting the COS needs via an annual review. The goal of the immigrant clinic is to provide immigration, housing, worker, and other legal support and workshops.

14.0 LAUSD shall fund and support indigenous language resources for immigrant students in the form of curriculum, translators, tutoring and other community engagement efforts.

15.0 LAUSD shall fully fund existing “Dream Center”/Newcomer Centers and allocate funding for additional Newcomer Centers in communities of high needs. These centers will administer an intake process that assessed needs, providing wrap around services as well as other services that are needed by the community i.e. nutrition information, assistance with enrollment forms.

16.0 LAUSD shall provide ongoing training for faculty and staff related to the needs of immigrant students and their families.

17.0 LAUSD shall create an emergency relief fund for newly arrived students or their family to alleviate costs associated with their migration journey, unexpected legal costs or any other hardship related to deportation.

EQUITY IN SCHOOLS

(NEW ARTICLE)

Educational equity must center on embracing the full humanity of every student. Learning requires affirmation and acceptance of the learner. The failure of US school systems, including, LAUSD, to provide equal educational opportunities to students based upon race and other factors is intertwined with the normalization of the social, economic, and cultural capital of white, middle-and upper-class America in our schools. The impact is that our schools impart a tacit disdain for the culture of our students of color which has dilatory effects on students' emotional state and their willingness or readiness to learn in the school setting.

Every student has an equal right to an education. However, students' rights are not treated equally. Equity recognizes this inequality of treatment and provides redress by tailoring educational opportunities to meet the differing needs of students—needs that are often created by long-term educational and social neglect, not because of flaws in their humanity.

This longstanding inequality requires that LAUSD shall implement a system of educational equity to redress the inequality that has marginalized generations of students.

1.0 LAUSD shall create an Equity System that includes equitable funding, but more fundamentally ensures that quality educational opportunities reach every student. This Equity System shall be centered on the understanding that all human beings are equal and share common attributes that enable all humans to learn. These attributes are universal; however, they may be expressed differently based on cultural, linguistic, and historical influences. The Equity System shall be designed to support the humanity of every student and their families and communities.

- a. An Equity Steering Committee with equal numbers of representatives appointed by LAUSD and UTLA to oversee implementation.
 1. The committee shall be comprised four (4) members from the District, four (4) members from UTLA, and four (4) parents (two (2) appointed by the District and two (2) appointed by UTLA. These positions should include representatives of elementary, secondary and special student populations and represent the diversity and geography of LAUSD.
 2. The committee will have monthly meetings.
- b. The Equity Steering Committee shall identify a Fundamental Conditions of Learning Baseline of Educational Resources that will be the basis for creating learning conditions common to all students' needs based upon 4 areas: 1) physical; 2) social; 3) cultural; and 4) emotional. This is to be completed within 6 months.
- c. The Equity Steering Committee shall conduct a Resource Equity Audit of schools to evaluate the status of providing the Fundamental Conditions of Learning Baseline of Educational Resources in every school, with the following expectations:
 1. A consultant will be identified to design and implement the audit
 2. Resources and staff expertise to develop an RFP

3. Audit shall be completed by the end of the school year.
4. Based on audit results, a comprehensive plan including budgetary needs for access to the Fundamental Conditions of Learning will be adopted by the school board and implemented in the following school year.
5. The Equity Steering Committee shall identify learning resources and funding needed in addition to the Fundamental Conditions of Learning.

2.0 The learning resources shall be targeted based upon the principles of equity which prioritize educational and financial resources provided to schools based on student and community needs.

- a. Additional learning opportunities shall be targeted first to those students, families, schools and communities where LAUSD has failed to adequately provide these conditions.
- b. These learning opportunities shall account for the unique needs and assets students bring to the school and shall be respectful of the humanity of students, their families, and their communities.
- c. These additional equitable resources shall support, and work in conjunction with, existing equity initiatives including: BSAP, Community Schools Initiative, and SENI, as well as any other existing equity initiatives identified by the Equity steering Committee.
- d. The Educational Resources shall include:
 1. Support for Equitable Access to Quality Teaching and Learning Opportunities
 2. Equitable Funding Streams
 3. Support for Schools as Core Neighborhood Institutions
 4. Support for Well-Being of Neighborhoods and Stability of Schools

3.0. The District shall not proceed with Student Centered Funding or similar proposals which create a marketplace of students for whom schools would compete.

MEMORANDUM OF UNDERSTANDING

Between

Los Angeles Unified School District and United Teachers Los Angeles

March 2, 2023

HEALTHY GREEN PUBLIC SCHOOLS

Consistent with the 2022-2026 LAUSD Strategic Plan and UTLA Beyond Recovery platform, the parties agree to the following:

1.0 Climate Literacy Curricula

LAUSD and UTLA shall establish a Climate Curriculum Implementation Task Force (CCITF) that includes eight (8) UTLA appointees and eight (8) LAUSD appointees, with four (4) appointees for each party being either a community organization or a labor organization. The Task Force shall meet no less than eight (8) times between ratification of this Agreement and December 31, 2023, for the following purposes:

- a. To consult and provide recommendations regarding full implementation of the LAUSD Board of Education Climate Literacy resolution (Res-016-21/22) passed in February of 2022.
- b. To consult and provide recommendations regarding how best to expedite and expand the creation and maintenance of outdoor education space and programs. Programs like the Nature Explore Classrooms (NEC) should be replicated and expanded each year to include an additional 3 EECS, elementary, middle and high schools.
- c. To consult and provide recommendations regarding implementation of curricula that infuses climate literacy with a racial justice lens and addresses the historical environmental racism experienced by communities.
- d. To consult and provide recommendations regarding the establishment of Climate Advisors/Educator Coordinators at each school, which will oversee the implementation of climate literacy programs on campus.
 1. For secondary school educators, the Climate Advisors/Educator Coordinators will be given one additional conference period to plan and prepare materials related to the curricula and other implementation of climate literacy education.
 2. Elementary school educators will receive a \$5,000 per year stipend to plan and prepare materials related to the curricula.
 3. Use faculty meetings and/or professional development meetings to discuss implementation of climate literacy education.

- 2.0. The CCITF shall commission a report on the impact of Green Jobs on LAUSD youth, and the ways in which related internships, scholarships and higher education programs relating to solar, electric, greening, stormwater, and other climate justice infrastructure impact LAUSD educational objectives and curricula.

- a. This report will identify job typology, necessary training, partnerships and opportunities needed to prepare LAUSD youth for green jobs as the District moves towards clean and renewable energy sources for its buildings and transportation fleet.
 - b. This report shall include input from labor unions and other stakeholders on potential internships and apprenticeships.
 - c. This report shall include consideration of increased investment in Career Technical Education (CTE) programs such as the Energy, Environment, and Utilities, Industry program.
- 3.0 The CCITF shall create a plan for a Green, Clean, Free and Healthy LAUSD, including conversion to electric buses and installation of solar panels, working exclusively with unionized contractors. The plan should be submitted to the Board of Education for consideration approval no later than December 31, 2023. The plan shall address the following:
- a. Creation of an Office of Climate Resilient Schools within the Office of the Superintendent to convene district staff from various divisions, community based organizations, non-profits and community members.
 - b. Partnership requirements and agreements needed to streamline and centralize resources for availability on a school greening portal on LAUSD's web site.
 - c. The need to install solar panels on 200 district buildings by 2030, 1,000 district buildings by 2040, and all district buildings by 2050 using an equity index for prioritizing.
 - d. The need for LAUSD to increase installation of universal electric vehicle (EV) chargers on school campuses for charging passenger vehicles.
 - 1. The first priority should go to installation at Community Schools and BSAP schools if requested by those schools, so these facilities can be an asset to both faculty/staff as well as for community members during off-hours.
 - 2. The second priority should go to schools in areas with greater-than-median multi-unit dwellings.
 - e. The need to convert the entire LAUSD bus fleet to electric buses using only unionized contractors and replace the remaining 300 diesel buses by 2024, with the following implementation goals:
 - 1. Reach 80% electrification of LAUSD bus or other fleets by 2030.
 - 2. Reach 100% electrification by 2035.
 - f. LAUSD shall extend the partnership with the LA Metro to guarantee no-cost public transportation passes for students permanently.
- 4.0 Safe Water: LAUSD will commit to removing all detectable levels of lead from school drinking water fountains by installing filtration stations on all buildings affected by high levels of lead by 2030. Priority should be given to fountains tested at 5 ppb of lead or higher.

This non-precedent setting agreement is for the duration of the parties' 2022-2025 Collective Bargaining Agreement and may be renewed by mutual agreement.

It is so agreed:

LAUSD

DATE

UTLA

DATE